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KERNAN C. CHATFIELD, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CA.
SAN ANSELMO, CA.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
In Propria Persona

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re	)	Case No. 95-10911 aj
)	
GERALD ARMSTRONG,	)	Chapter 7
)	
Debtor	)	Adv. No. 95-1164
)	
	)	GERALD ARMSTRONG'S
	)	TRIAL DECLARATION
)	
CHURCH OF SCIENTOLOGY)	
INTERNATIONAL, a California non-)	
profit religious corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
GERALD ARMSTRONG,)	
)	
Defendant.)	

Trial Date: 2/13/96

I, Gerald Armstrong, declare:

1. I am the defendant in this adversary proceeding and in Scientology v. Gerald Armstrong, Marin Superior Court No. 157680, the "state case." I have personal knowledge of the facts set forth in this declaration and could competently testify thereto if called as a witness.
2. I am making this declaration in response to plaintiff Scientology organization's "first amended complaint." I am also filing other relevant declarations which have been filed in other actions brought against me by the organization.

1 3. This case does not belong in this Courtroom. I have
2 never breached the settlement agreement in enforcement of which .
3 in the state action Scientology has been awarded the "liquidated
4 damages" it now seeks to have this Court determine as non-
5 dischargeable. All my actions which Scientology calls breaches
6 have been in response to its attacks, under its leader David
7 Miscavige, after the settlement. I am not precluded by the
8 settlement agreement from responding in any way to post-
9 settlement attacks. Marin County Superior Court Judge Gary W.
10 Thomas, who presided over the state action, has misinterpreted
11 the settlement agreement, ruling that Scientology may say
12 whatever it wants about me and I may not respond in any way. Why
13 he did this is a mystery, but it doesn't change the fact that he
14 did. This interpretation of the settlement agreement is wrong,
15 by law, by reason and by the agreement itself. I ask this Court
16 to read the settlement agreement and see if you agree with me
17 that I am not precluded from responding to Scientology's post-
18 settlement attacks.

19 4. I am not an attorney, not trained as an attorney and do
20 not have any money to obtain an attorney at this time. I have
21 been subjected to many years of abuse by Scientology which has
22 affected all areas of my life and deeply wounded me emotionally.
23 Although anguished, I have survived and continued to stand up to
24 Scientology's abuse only because of God's Grace and Strength. He
25 has kept my heart from hardening and given me His Sense of
26 Justice and preserved in my heart His Sense of Humor. In the
27 upcoming trial I am utterly unequipped, but for God's Grace and
28 Strength, against the heavily armed, multilayered Scientology
litigation machine. With His Grace and Strength I will do the

1 best I can.

2 5. I was in Scientology from 1969 through 1981. The
3 actual nature of the organization, its actual intentions and
4 practices, were not known to me and were withheld from me when I
5 was recruited, and I continue to uncover these to this day.
6 There are certain people in Scientology - tragically, those who
7 hold its reins of power - who use the organization's wealth,
8 "philosophy," psychotherapy ("auditing"), management procedures
9 and personnel to abuse anyone they target inside and outside the
10 organization. These certain people, chief among whom is one
11 David Miscavige, make Scientology the abusive and cruel entity it
12 presently is. Scientology's effect on my open, searching mind is
13 nightmarish. I have never recovered from these experiences
14 because these people have not ceased their frightful threat and
15 attacks.

16 6. From 1971 through 1981 I was in the Sea Organization
17 ("Sea Org"), one of the two administration and power arms through
18 which L. Ron Hubbard, Scientology's founder and director,
19 controlled Scientology around the world. Members of the Sea Org
20 sign contracts of servitude for one billion years. The other
21 power arm of Scientology that Hubbard used to maintain control
22 was the Guardian's Office, headed by his wife Mary Sue Hubbard.
23 The Guardian's Office has been renamed the Office of Special
24 Affairs. I worked with Hubbard for four years on his ship, the
25 "Apollo," and held the positions of public relations officer,
26 legal officer and intelligence officer. I later was in charge of
27 Hubbard's telex and mail traffic at a base in Florida, and then
28 Hubbard's household staff at a base in southern California.
Throughout my Sea Org experience I gained a knowledge of

1 organization structure, function, control, finances, personnel,
2 policies and operations. During 1980 and 1981 I assembled an
3 archive of Hubbard's personal records, correspondence and
4 writings of all kinds, and did the research for a Hubbard
5 biography. I provided Hubbard's personal archive materials to
6 non-Scientologist writer Omar V. Garrison who had been contracted
7 to write the biography.

8 7. Throughout all my Scientology years I believed
9 Hubbard's and the organization's public representations about
10 their history, credentials, research, and benevolent intentions.
11 I accepted Hubbard's and Scientology's guarantees of higher
12 intelligence, greater freedom, increased abilities and elevated
13 ethics that they made for their psychological processing, or
14 "auditing." I gave Hubbard and Scientology my allegiance,
15 support and life. In return, Hubbard and Scientology abused me,
16 including subjecting me to psychological violence, involuntary
17 imprisonment, breakup of my marriage, and two assignments for a
18 total of twenty-five months to the Rehabilitation Project Force
19 ("RPF"), Scientology's forced labor prison where cruel and
20 inhumane treatment was normal for those deemed in need of
21 "correction."

22 8. Through my study of Hubbard's archive, and the
23 integration of my knowledge and experiences gained throughout my
24 years in Scientology, I discovered and documented the fact that
25 Hubbard and Scientology had lied in their public representations
26 about their history, credentials, research, intentions, and
27 guarantees for auditing. I discovered and documented the facts
28 that Hubbard claimed to be a civil engineer and a nuclear
physicist who excelled in his university education, yet he had

1 actually failed his few courses in physics and dropped out of
2 university without completing his second year. I discovered and
3 documented the facts that Hubbard claimed that it was a matter of
4 medical record that he had twice been pronounced dead, yet no
5 such incidents had happened beyond Hubbard's admitted nitrous
6 oxide hallucination of his death during a tooth extraction. I
7 discovered and documented the facts that Hubbard claimed that his
8 World War II naval service was glorious, that he had been
9 crippled and blinded in action, and that at war's end he had
10 cured himself of his battle wounds with his new mental
11 technology, "Dianetics." The truth is Hubbard's naval career was
12 something different from glorious. He was neither crippled nor
13 blinded in action. He feigned his medical conditions to get out
14 of the service and to obtain a disability pension, and, decades
15 after he first made his claims that he cured himself and that he,
16 to everyone's amazement, had been given a perfect score on mental
17 and physical tests, he continued to draw a disability pension for
18 his feigned injuries. I discovered and documented the facts that
19 Hubbard lied about his family, including falsely denying his
20 bigamous second marriage and the paternity of his second
21 daughter. I discovered and documented the facts that Hubbard,
22 while claiming to have been sent by the US Navy into a "black
23 magic ring" to break it up, had actually been a participant in
24 the cult and its rituals, including a "blood ritual." I
25 discovered and documented the fact that Hubbard, while claiming
26 to have based and developed Scientology on his pure scientific
27 research, had actually based and developed it on his decision
28 for, and use of, neo-satanic power, for which he had joined the
black magic cult, then headed by the "great beast," Aleister

1 Crowley.

2 9. I discovered and documented the fact that Hubbard's
3 claims of altruistic and benevolent motives were false. He
4 asserted that he, his philosophy and organization were working to
5 free mankind, and that Scientology is the "road to total
6 freedom." The underlying truth, however, is that when starting
7 Dianetics and Scientology Hubbard programmed himself with the
8 command that all men were his slaves, and through the ensuing
9 years treated them as such. I discovered and documented the fact
10 that Hubbard was greedy, lustful of power, vindictive, and
11 aggressive against persons he perceived as disloyal or hostile.
12 I discovered and documented the fact that contrary to Hubbard's
13 and Scientology's assertions that Hubbard received no money from
14 Scientology and was paid less than an average staff member, he
15 had control of all Scientology monies and bank accounts and had
16 unilaterally transferred many millions of dollars to his own
17 accounts.

18 10. I discovered that Hubbard's and Scientology's system of
19 "ethics" and "justice" procedures, was neither ethical nor just,
20 but was really a kangaroo court system which served Hubbard's
21 purposes of maintaining ironfisted control, obliterating any
22 criticism, and keeping staff members and Scientologists in fear
23 and suppressed. I discovered that Hubbard's promise of an
24 increase in intelligence quotient of one point per hour of
25 auditing was false, and that in fact the further one went on in
26 Scientology the less intelligent one became. I had by then had
27 over one thousand hours of auditing. I discovered that contrary
28 to Hubbard's and Scientology's promise of the sanctity and
confidentiality of "confessions" made by people being audited,

1 these statements were not kept confidential but were routinely
2 communicated to organization leaders and could be and were used
3 by Hubbard and Scientology to control and harm the people if it
4 served Hubbard's and Scientology's hidden from the public
5 antisocial purposes.

6 11. I discovered that Hubbard's and Scientology's promise
7 of higher ethical standards as a result of undergoing auditing
8 and adherence to Scientology was false, and that auditing and
9 Scientology produced in the adherents who had risen to the apex
10 of its organizational pyramid dishonesty, antisocialness,
11 hardening of hearts and aggressiveness. I discovered that
12 contrary to Hubbard's and Scientology's assertion that auditing
13 and other Scientology practices kept families together and
14 improved marital relations, in fact they turned parents and their
15 children against each other and broke families apart. I
16 discovered that contrary to Hubbard's and Scientology's assertion
17 that auditing made people sane and able, cured diseases such as
18 cancer and guaranteed superior physical health, there was in fact
19 an inordinate number of suicides and psychotic episodes among
20 people who had been audited and all auditees were generally
21 delusional. Scientologists were as sick and died of cancer and
22 other diseases as readily as anyone else, and were generally
23 unhealthy. I discovered that Hubbard himself was addicted to
24 drugs, in poor physical health, obese, and often sullen or
25 enraged, and I knew that Hubbard and Scientology hid these
26 conditions from the world. I discovered and documented the fact
27 that rather than admitting the damage and failures of auditing
28 Hubbard and Scientology attacked any critics and attacked the
persons who had been damaged. I discovered and documented the

1 fact that Hubbard had relabeled his "psychotherapy" a "religion"
2 to avoid having to make good on his "scientific guarantees."
3 Hubbard called this idea of becoming a "church" the "religion
4 angle."

5 12. I discovered that Hubbard and Scientology consistently
6 lied in judicial proceedings and required that their adherents
7 lie for them, including lying about Hubbard's control of
8 Scientology, his control of Scientology funds, his control of the
9 Guardian's Office intelligence operations(11 GO staff, including
10 Mary Sue Hubbard, were convicted of Federal crimes and sentenced
11 to prison as a result of an FBI raid on Scientology's
12 intelligence bureaus in 1977), organization structure, the
13 organization's ability to communicate with Hubbard, their
14 intentions, and neo-satanic origins, attitude and practices. I
15 discovered that Hubbard and Scientology, rather than face the
16 truth about their origins, attitude and practices, sought to
17 subvert the justice system through dirty tricks, lies, threat,
18 deception, attrition and overwhelm.

19 13. I discovered that I had been brainwashed by Hubbard and
20 Scientology, and that Scientologists everywhere are subjected to
21 the identical brainwashing techniques and conditions. I
22 discovered that I had been cruelly abused by Hubbard and
23 Scientology, and that Scientologists everywhere are similarly
24 abused. I discovered that Hubbard and Scientology used a system
25 of punishment, fear, lies, control of language, information,
26 environment, time and human contact, electronically-assisted
27 interrogations, imprisonment, and control of thought, which is
28 able to achieve complete dominion over the minds and lives of
Scientologists to their detriment. It brings them to support,

1 defend and give their lives to the very spiritless system which
2 hates them and means them harm. I discovered that the truth
3 concerning Hubbard's and Scientology's origins, history, actual
4 intentions, practices, operations and inefficacy was kept from
5 Scientologists, and that anyone who sought to bring that truth to
6 Scientologists was ruthlessly attacked.

7 14. When I sought while inside to have Scientology correct
8 its lies and abuses I was threatened and attacked. I left
9 Scientology and was declared a "suppressive person," ("SP") and
10 became "fair game." Hubbard stated in his policies that an SP is
11 "evil," "destructive," "dangerous," and part of the "2 1/2
12 percent" of the population forming the worst of human kind.
13 Hubbard spelled out a philosophy and practice of opportunistic
14 hatred as the way his organization personnel were to treat SPs
15 and called it "fair game." His policy states: "ENEMY - SP
16 Order. Fair game. May be deprived of property or injured by any
17 means by any Scientologist without the discipline of the
18 Scientologist. May be tricked, sued or lied to or destroyed."
19 Hubbard used the resources and personnel of the Scientology
20 organization to carry out antisocial and criminal acts against
21 individuals and groups designated as "enemies." Hubbard further
22 ordered that the organization use society's legal systems and
23 laws to harass and ruin labeled SPs or "enemies." Hubbard's and
24 Scientology's "Suppressive Person Declares" on me falsely accused
25 me of crimes and lying about Hubbard. I was shocked and
26 terrified by these "declares." Hubbard called his practice of
27 character assassination by falsehoods "Black Propaganda" or
28 "Black PR." I have recently been told by Vaughn Young, who was
given the assignment to write the "declares," that Hubbard

1 personally ordered that I be destroyed.

2 15. In April, 1982, knowing I was under attack by the
3 organization, and in great fear, I contacted Boston attorney
4 Michael J. Flynn, whom I knew to be involved in litigation
5 against Hubbard and Scientology. I obtained documents from
6 Garrison which I thought would be needed to defend myself from
7 Scientology's legal and Black PR attacks, and I sent these to
8 Flynn.

9 16. From 1982 through 1984 Scientology's "fair game" acts
10 toward me, that I knew of, included spying on me and my wife;
11 hiring private investigators to spy on and harass us; having a
12 private investigator assault me, and another hit me with a car
13 and attempt to involve me in a freeway "accident;" suing me;
14 attempting to have me falsely charged with theft; subjecting me
15 to a Black PR and stalking campaign. Their acts were so cruel
16 and devastating to me that in the case the organization filed
17 against me, Scientology v. Gerald Armstrong, Los Angeles Superior
18 Court No. C 420153 ("Armstrong I"), I filed a cross-complaint for
19 intentional infliction of emotional distress.

20 17. In 1984, following a thirty day trial of Scientology's
21 complaint in Armstrong I, from which my cross-complaint had been
22 severed, a decision was rendered by Judge Paul G. Breckenridge,
23 Jr. in my favor. In his decision he stated inter alia:

24 "In addition to violating and abusing its own members'
25 civil rights, the organization over the years with its
26 "Fair Game" doctrine has harassed and abused those
27 persons not in the [organization] whom it perceives as
28 enemies. The organization clearly is schizophrenic and
paranoid, and this bizarre combination seems to be a

1 reflection of its founder LRH. The evidence portrays a
2 man who has been virtually a pathological liar when it
3 comes to his history, background and achievements. The
4 writings and documents in evidence additionally reflect
5 his egoism, greed, avarice, lust for power, and
6 vindictiveness and aggressiveness against persons
7 perceived by him to be disloyal or hostile."

8 Judge Breckenridge also stated:

9 "Defendant and his counsel are free to speak or
10 communicate upon any of Defendant Armstrong's
11 recollections of his life as a Scientologist or the
12 contents of any exhibit received in evidence or marked
13 for identification and not specifically ordered
14 sealed."

15 This decision was affirmed on appeal in its entirety in 1991,
16 Scientology v. Gerald Armstrong, 232 Cal.App.3rd 1060, 283
17 Cal.Rptr.917

18 18. After the 1984 trial through 1986 Scientology's "fair
19 game" acts toward me included a Scientology private investigator,
20 Eugene M. Ingram, who had been thrown out of the Los Angeles
21 Police Department for allegedly pandering and taking payoffs from
22 a drug dealer, threatening to "put a bullet between [my] eyes;"
23 filing false contempt of court charges against me; attempting to
24 have the FBI charge me based on false information; attempting to
25 have the Los Angeles District Attorney bring charges against me
26 based on false information; culling and disseminating my
27 statements made in auditing; paying agents to write false
28 affidavits against me; using my "friends," Dan Sherman, David
Kluge and Michael Rinder to set me up in a covert intelligence

1 operation; illegally videotaping me; attempting to entrap me in
2 the commission of a crime; subjecting me to further black
3 propaganda, including international publications falsely accusing
4 me of "crimes against humanity."

5 19. Scientology also subjected my attorney Michael Flynn to
6 years of "fair game," which included suing him or his office more
7 than a dozen times; infiltrating his office; threatening his
8 career and family; paying known criminals for declarations
9 falsely accusing him of crimes; framing him with a crime;
10 according to him attempting his assassination; and subjecting him
11 to an international stalking and black propaganda campaign.

12 20. In late 1986, out of desperation to get away from the
13 threat of Scientology's "fair game" operations, Flynn agreed with
14 Scientology to a "global settlement" of all the cases in which he
15 was then involved against the organization, including my cross-
16 complaint, then set for trial at the beginning of 1987. Flynn
17 was to be paid a lump sum which he was to divide between his
18 clients and himself. I agreed to a monetary figure with Flynn to
19 settle my cross-complaint. Scientology and Flynn worked out and
20 agreed to the language of the settlement documents before I was
21 shown any papers. I was then working for Flynn in his law firm
22 in Boston. I was flown from Boston to Los Angeles, and other
23 Flynn clients were flown to Los Angeles for the settlement,
24 before I saw the documents I was expected to sign, and was told
25 by Flynn that Scientology would not change the documents. I was
26 broken hearted when I read the settlement documents. I had not
27 been involved in any negotiations or settlement discussions, and
28 I felt ganged up on. I protested to Flynn that it was impossible
to live by the settlement contract; that I would not agree to the

1 \$50,000 per statement liquidated damages clause; that the
2 contract was just more "fair game." Flynn stated to me in
3 response to my protest that the settlement contract "isn't worth
4 the paper it's printed on;" that I couldn't "contract away [my]
5 constitutional rights;" that "it's unenforceable." Flynn pointed
6 out to me the clauses concerning my dismissal of my cross-
7 complaint and my release of Scientology up to that date, and he
8 told me, "That's what they're paying you for." Flynn said that
9 all of his clients, some twenty people, were depending on me to
10 sign; that most had already signed and if I didn't sign everyone
11 would be subjected to more "fair game;" that Scientology had
12 ruined his marriage and life and he had to get out of the
13 litigation; and that Scientology would continue to make my life
14 miserable. Flynn said that Scientology had promised to cease all
15 "fair game" attacks on me and everyone else, and that the purpose
16 of the settlement contracts was to give Scientology the
17 opportunity they said they needed to "turn over a new leaf." In
18 order to relieve everyone involved from the threat of "fair
19 game," to give Scientology the opportunity they said they needed
20 to reform, and because of my growing faith in God, and the
21 confirmation by Flynn that the "contract" was unenforceable, I
22 went through the spectacle of a videotaped signing.

23 21. After the signing I kept my word faithfully. Certain
24 Scientologists, however, almost immediately following the
25 settlement breached our agreement. This was out of the blue
26 because I had said or done nothing about or to anyone. Following
27 the settlement, and before I responded in any way, Scientology
28 subjected me to more "fair game," including filing affidavits
accusing me of crimes and of being an "agent provocateur of the

1 United States government;" publishing distorted versions of my
2 Scientology history; using documents which Scientology had
3 requested be sealed in Armstrong I to attack me; distributing
4 "dead agent" packs of documents concerning me to the media ("dead
5 agent" is a term used by Hubbard for the destruction of someone's
6 credibility so that someone else "kills" him); distributing
7 copies of edited versions of the illegal videotapes of me to the
8 media internationally; and threatening me six times with being
9 sued if I responded to any attacks. Scientology also continued
10 to subject other people to "fair game," in violation of its
11 promise through Flynn that it was ceasing all "fair game"
12 activities.

13 22. I attempted to live by the spirit of settlement, and
14 although deeply saddened and threatened by Scientology's
15 continuing attacks had not responded, but had tried to live my
16 life away from the Scientology "fair game" war. I wrote, drew,
17 ran, had remarkable ideas, and formed The Gerald Armstrong
18 Corporation ("TGAC") with wonderful hopes and great expectations.
19 In late 1989, however, after a series of threats from Scientology
20 lawyer Lawrence Heller following my being served with a
21 deposition subpoena in the case of Bent Corydon v. Scientology,
22 Los Angeles Superior Court No. C 694401, I concluded that I had
23 to do something to defend myself, and to correct what I saw as an
24 obstruction of justice, which the settlement contracts and
25 Scientology's enforcement thereof were working in the legal
26 arena. Heller threatened that if I testified about my knowledge
27 of Hubbard and Scientology, even though I had been subpoenaed to
28 testify, Scientology would consider such testimony a breach of
the "contract" and would sue me. I researched my rights and

1 responsibilities and concluded that I had a duty to oppose known
2 obstruction of justice. I also learned at that time that
3 Scientology had been able to maintain an appeal from the
4 Breckenridge decision in the California Court of Appeal and had
5 just then filed its opening brief, and I petitioned that Court to
6 be able to file a response. My filings in the Court of Appeal in
7 1990 included my declaration detailing Scientology's post-
8 settlement torts and violations, which I am filing herewith as
9 Trial Declaration No. 2, and a second declaration in which I also
10 detailed the circumstances at the time of the 1986 settlement,
11 which I am filing herewith as Trial Declaration No. 3. The Court
12 of Appeal granted my petition, I filed a respondent's brief, and
13 in July, 1991, the Court affirmed the Breckenridge decision.
14 Following the California Supreme Court's denial of review,
15 Scientology filed a motion in the Court of Appeal to seal the
16 record on appeal. I opposed the motion, and the Court of Appeal
17 denied it. The complete trial transcript, which contains ten
18 days of my testimony about my Scientology experiences up to 1984,
19 is a public document.

20 23. In August, 1990 I was greatly moved by the buildup
21 toward war in the Middle East, and the general condition of man.
22 I prayed to God for guidance as to what I should do, and received
23 the word of God: "Keep nothing. Give what you have to the poor.
24 Take only what you need." I gave my possessions to those whom I
25 believed had a need for them as put in my heart by God, forgave
26 debts owed to me, and determined to go where God would have me go
27 and do what God would have me do; which I believed was to help
28 where my help was asked for. For the next year God had me, among
other things, offer myself to resolve the Middle East conflict,

1 do some house painting and carpentry work, deal with the pending
2 appeal, attempt to correct Scientology's subversion of the legal
3 system, agree to help the victims of Scientology who asked for my
4 help, and offer myself to resolve the Scientology conflict in
5 which I had been drawn by Scientology's attacks. I am filing
6 herewith as Trial Declaration No. 4 a declaration I wrote in
7 January, 1994, which detailed the circumstances leading up to and
8 surrounding my 1990 renunciation, and my legal situation at that
9 time. I wrote this declaration in response to Scientology's
10 lawsuit in which it falsely charged that my giving away of my
11 worldly possessions was to render myself judgment proof so I
12 could attack the organization in violation of the 1986 settlement
13 agreement.

14 24. Scientology's "fair game" attacks on me following my
15 responding in its appeal of the Breckenridge decision include,
16 but are not limited to, secretly videotaping me; suing me four
17 times; attempting to have me jailed for contempt of court based
18 on Scientology's mischaracterization of my actions and its own
19 manufactured charges; filing declarations in various courts
20 containing false charges, and using the settlement contract to
21 prevent me from responding or punish me for responding; using
22 Eugene Ingram to spread the false rumor that I have AIDS;
23 disseminating to the media packs of Black PR which provide
24 Scientology's false version of my experiences, including the lies
25 that I testified falsely at trial in 1984, that I have "adopted a
26 degraded lifestyle," that I am connected to a referral agency for
27 kidnapping, that my defense in the 1984 trial was a sham and a
28 fraud, that the Los Angeles Police Department authorized the
illegal 1984 videotaping, that I wanted to plant fabricated

1 documents in Scientology files and tell the IRS to conduct a
2 raid, that I wanted to plunder Scientology for my own financial
3 gain, that I never intended to stick to the terms of the
4 settlement contract, that my motives are money and power, that I
5 was incompetent as a researcher, that I perjured myself about
6 surrendering documents to the court, that I wanted to orchestrate
7 a coup in which members of the US government would wrest control
8 of Scientology; publishing black propaganda about me without
9 stating its source which provide Scientology's false version of
10 my experiences including the lies that I was formerly a heavy
11 drug pusher, that a Marin Independent Journal photo showed me in
12 the nude, that I am psychotic and live in a delusory world;
13 charging falsely in a letter to the press that I had
14 distinguished myself by posing naked in a newspaper; attempting
15 to cause me trouble with the IRS by writing black propaganda
16 letters about me; distributing packs of black propaganda which
17 attack my lawyer, Ford Greene, and Judge Breckenridge.

18 25. I worked with attorney Greene from August, 1991 through
19 December, 1995, except for a brief period in April, 1995.
20 Throughout that period Scientology attempted by overt means
21 through misuse of the courts and by covert means to prevent me
22 from working with Greene and from defending myself. Scientology
23 employed a covert operative, Garry Scarff, whom Scientology had
24 infiltrated into Greene's office, to develop a Black PR attack
25 line that Greene and I were involved in a homosexual
26 relationship. Scientology had subjected Greene to years of "fair
27 game" which included having Scarff, while in Greene's office,
28 steal his office records and cause trouble; hatching a plot with
Scarff to have Greene killed; having Scarff execute false

1 declarations about Greene; filing five spurious bar complaints
2 against Greene; operating at least two of Greene's clients,
3 Richard and Vicki Aznaran, as their own agents and paying them to
4 execute false declarations against Greene and breach their
5 contract with him.

6 26. Throughout its post-settlement legal attacks on me
7 Scientology has proclaimed that with the settlement contract it
8 sought peace. Scientology also interprets the settlement
9 contract to mean that it can say whatever it wants about me, no
10 matter how false, obnoxious or evil and that I may not respond.
11 Scientology has indeed said whatever it wanted to about me,
12 accusing me of crimes and attacking my character and credibility.
13 Scientology claims that if I do respond in any way I am liable
14 for \$50,000 in liquidated damages. Scientology, under David
15 Miscavige, has filed bogus lawsuits, and been able to get Judge
16 Thomas to give them a misinterpretation of the agreement and an
17 unreasonable judgment.

18 27. Throughout Scientology's legal attacks on me it has
19 intimidated Flynn into not coming forward to assist me. Flynn
20 was not only my attorney, he was my good friend. Flynn says that
21 the contract is evil, that Scientology is evil and he wants to
22 help me. Flynn says that he signed a contract with Scientology
23 to not assist me, and, while acknowledging that his "contract"
24 with Scientology is illegal, he says that he knows that his life
25 will be ruined even more than it has been by Scientology if he
26 comes forward to help.

27 28. I believe that Scientology's interpretation of the
28 settlement contract, and now Judge Thomas's, is unconscionable
and unamerican, and should be opposed with all strength. Because

1 there are dozens of these "contracts" among first hand witnesses
2 to Scientology's criminal and tortious practices, and because of
3 Scientology's "fair game" use of our agreement against me, I
4 believe that a terrible injustice is being abetted by our courts,
5 which should be opposed with all strength. I maintain that for
6 one party to a settlement contract, which is supposed to be
7 essentially a peace accord, to be able to continue to shoot at
8 the other party, who is wounded, has been disarmed and is not
9 being allowed to defend himself in any way, is not peace at all
10 but a satanic hunting trip. The "settlement contract," and now
11 the judgment enforcing it, are permits for hunting humans.

12 29. I was paid in settlement by Scientology for their years
13 of psychological cruelty, threat and stalking. Scientology's
14 leaders did not learn their lesson but continued the cruelty,
15 threat and stalking of a person already psychologically hurt and
16 altered beyond belief by the actions they promised to cease. I
17 performed my part of the 1986 settlement. I dismissed my cross-
18 complaint, released to Scientology all evidence from my case,
19 removed myself from controversy, and gave Scientology the time
20 and freedom it said it wanted to cease "fair game." Scientology,
21 knowing that they had compromised and removed my attorney, failed
22 to perform their part of the settlement, but continued "fair
23 game" against me after they had psychologically wounded me and,
24 they thought, rendered me defenseless.

25 30. In 1991 I became a Christian. I had, since leaving
26 Scientology, come to believe I am guided by God, and I sought to
27 be guided in all circumstances in which I found myself. Once its
28 adherents become sufficiently brainwashed Scientology does not
permit them to believe in God, labels and treats anyone who

1 believes in God as "psychotic," and enforces the satanic idea
2 that God is an "implant," a false idea installed by pain and
3 electronics in man's mind to enslave him. Scientology also
4 teaches that Jesus Christ, the whole Gospel story, and Heaven are
5 implants designed to enslave man, and that only Scientology has
6 the way to free mankind from the enslavement of Christianity or
7 other religious beliefs.

8 31. Scientology promotes to Christians and non-Christians
9 that it is compatible with Christianity, that it holds the Judeo-
10 Christian Bible as a holy work, and that it has no argument with
11 the belief that Jesus Christ was the Savior of Mankind and Son of
12 God. Scientology has distributed promotional materials
13 containing these representations to every member of Congress, to
14 libraries, to the media, to educators, to judges, and to people
15 of influence across this country. Scientology withholds from the
16 public its actual enforced beliefs about God, Christ, Heaven and
17 the Bible. I believe this is religious fraud, and dangerous to
18 everyone lured into Scientology, those already held by its
19 brainwashing system, and society itself. I also believe that
20 Scientology's "creed" is a religious fraud because Scientology,
21 under Hubbard's and Miscavige's control, has never acted in
22 accord with it. Scientology systematically abuses its members
23 civil rights, and seeks to destroy the same civil rights of its
24 non-Scientologist "enemies."

25 32. Scientology promotes actively and aggressively and uses
26 the public postal system, public forums and public media for its
27 promotions. Scientology is a public figure. It uses its
28 resources to affect legislation. I see that Scientology uses its
tax-exempt wealth to violate my and others' civil rights. I

1 believe that this is not a legal purpose and not a purpose for
2 which tax-exempt funds can legally be used. I see that
3 Scientology tricks and extorts huge sums of money from people it
4 gets in its system for something of no value. This money will be
5 used to pay lawyers to attack the same people and those who seek
6 to bring to light or curtail the abuse. I believe that
7 Scientology obtained its tax-exempt status in 1993 by illegal
8 means. I believe that the Internal Revenue Service and the
9 United States government agencies responsible were derelict in
10 their duties in granting such tax exempt status.

11 33. Scientology will not acknowledge that God, the True
12 Heart, Peace, Mercy and Love, works in people's lives. To do so
13 would be a violation of policy, punishable in "ethics," and being
14 labeled and treated as "psychotic." God in this litigation is
15 pointing out gently that He is in charge, and that satan is a bad
16 belief in which faith should not be put because faith in satan is
17 always betrayed. The undeniable fact is that God led me through
18 my whole life to here; and there is no evidence whatsoever with
19 plaintiff or anyone else that He will not lead me from here on.
20 Miscavige and Scientology seek through power to bring into belief
21 the illusion that I am obsessed with Scientology in order to
22 excuse their obsession with me. God has used me for His purposes
23 through a time when Miscavige, Scientology and Hubbard declared
24 me "fair game," and attacked me out of their paranoia and
25 schizophrenia. My actions in helping anyone in their defense
26 from Scientology's attacks are religiously motivated and
27 completely protected by this country's and state's constitutions.
28 My experiences in or out of Scientology are sacred and the
expression thereof cannot be suppressed in violation of these

1 constitutions. I am filing herewith as Trial Declarations No. 5
2 and No. 6 declarations I filed in the state case in opposition to
3 Scientology's motions for summary adjudication, the grant of
4 which by Judge Thomas underlies this adversary proceeding. These
5 declarations contain a statement of my religious convictions as
6 they apply to Scientology's efforts to silence me about my
7 religious experiences and religion itself. In his rulings, in
8 addition to misinterpreting the subject agreement, Judge Thomas
9 completely avoided the deep religious issues in the state case.

10 34. Scientology attacks my church, the body of Christian
11 believers. I am a defender of my Church, designated by God.
12 That many Christians may be afraid to come forward and defend the
13 Church from Scientology's attacks does not mean that I must not.
14 I cannot legally be ordered, contract or no contract, to not
15 discuss Scientology or L. Ron Hubbard any more than a Christian
16 can be legally ordered, contract or no contract, to not discuss
17 God or Christianity.

18 35. Scientology charges that I lied to this Court by
19 failing to include on my Schedule B my ownership of TGAC. When I
20 reviewed the petition, which had been prepared by computer
21 program, and before filing the petition, I wrote in "The Gerald
22 Armstrong Corporation" at paragraph 16 of the Statement of
23 Affairs. At the meeting of creditors, and before being asked any
24 questions, I volunteered the information that I owned 80 percent
25 of TGAC. I had included my ownership of TGAC stock in the list
26 of my assets which I sent to the attorney who assisted me with
27 the preparation of the petition. I had simply missed the very
28 tiny line among many other very tiny lines on the computer-
generated Schedule B when I reviewed the petition before I filed

1 it. I have never at any time concealed TGAC, my relation thereto
2 or ownership thereof.

3 36. Scientology charges that prior to the 1986 settlement I
4 had been actively pursuing a career as an anti-Scientology
5 "expert" and paralegal. I was forced into litigating against
6 Scientology and working for a lawyer litigating against
7 Scientology by its "fair game" attacks and threat to my life and
8 loved ones. My knowledge of organization fraud and "fair game"
9 and my standing up to attack made me a witness sought by the
10 organization's many victims.

11 37. Scientology charges that I failed to satisfactorily
12 explain how I disposed of the \$518,000 I received as proceeds of
13 the settlement of my lawsuit against Scientology. I testified in
14 detail in the State case , despite such interrogation by
15 Scientology being irrelevant, unwarranted and an invasion of my
16 and others' privacy, as to what I did with the proceeds of the
17 settlement with Scientology.

18 38. Scientology charges that although asked to do so in the
19 state action I produced no records of any of the transactions
20 documenting my 1990 renunciation. This is not true. I produced
21 to Scientology each and every document reflecting each and every
22 transaction.

23 39. Scientology charges that I asserted under oath that I
24 received no valuable consideration for these transfers. I have
25 asserted under oath, and now reassert, that I received the
26 treasures of God, beyond human wealth and understanding, for my
27 small willingness to give away things which have no lasting
28 value.

40. Scientology charges that I am hiding my assets because

1 TGAC has no present commercial value. This is untrue. Even
2 after I renounced my worldly things in August, 1990, I continued
3 to believe TGAC had great potential, and could be great fun and
4 commercially profitable for my four friends, Michael Walton,
5 Michael Douglas, Nancy Rodes and Lorien Phippeny, to whom I had
6 given the company. When I woke up to the level of Scientology's
7 vindictiveness toward me and the level of danger I and anyone
8 connected to me was in, and after three of the owners of the
9 majority of TGAC's stock expressed their fear of "fair game," I
10 agreed with the four owners to accept back their majority
11 ownership, and to be responsible for the corporation and whatever
12 was to become of it. I was then working full time with attorney
13 Ford Greene, under concentrated attack from Scientology, and
14 threatened in every part of my life.

15 41. In the early spring of 1994, after becoming aware of
16 Scientology's increasing and unending overt and covert attacks on
17 my character and reputation, I accepted that I was completely
18 unable to live a normal or safe life or develop any of my
19 artistic or intellectual ideas. I see that if I develop any such
20 ideas Scientology will do whatever is necessary to destroy or
21 pervert the ideas and threaten or harm anyone with whom I became
22 involved in the development of my ideas. Scientology has libeled
23 my name internationally, claiming in mailings to countless people
24 in the media, government and artistic circles that I, inter alia,
25 live a degraded lifestyle, testified falsely, was a heavy drug
26 pusher, am connected to kidnappers, am incompetent, am psychotic
27 and delusory, posed nude in a newspaper, and have AIDS.
28 Scientology under David Miscavige has demonstrated that it will
not respect my privacy and right to live a normal, peaceful life.

1 42. I have also accepted that deep down some of
2 Scientology's people want me killed and that my life may have no.
3 worldly future and is in grave danger. In 1984 Scientology's
4 head private investigator Eugene M. Ingram, who works directly
5 with David Miscavige, threatened to put a bullet between my eyes.
6 Ingram was at that time involved in corrupting a Los Angeles
7 Police Officer to give him a phony authorization to wiretap and
8 secretly videotape me, Flynn and other people. I believe that
9 Ingram participated in Scientology's effort in 1985 to have me
10 charged criminally by the FBI based on their false statements.
11 In 1986 Ingram participated in an effort to pressure the Los
12 Angeles DA to have me jailed on false charges. Ingram and
13 Miscavige are connected to known criminals, including criminals
14 in prison, and I believe that it is very possible that Ingram and
15 Miscavige will arrange to have me killed or harmed if they ever
16 get me incarcerated. In 1987 Miscavige had Scientology agents
17 spread the false rumor in Europe that I am "an admitted agent
18 provocateur of the US government." I believe that Miscavige's
19 intention behind the fabrication and dissemination of that lie
20 was to facilitate and provide plausible deniability for
21 Armstrong's assassination by "anti-US agents." I believe that
22 Ingram's concocting and spreading the false rumor that Armstrong
23 has AIDS was very possibly in advance of a covert intelligence
24 operation to somehow infect Armstrong with the AIDS virus.
25 Miscavige and Scientology, using attorney Bartilson, attempted,
26 with repeated motions and pressure, from the end of 1992 through
27 July of 1994 to have me jailed for contempt of court based on
28 their perjury and perversion of the truth. I believe that
Miscavige and his Scientologist and non-Scientologist agents are

1 desperate and that their desperation is increasing. I believe
2 that because of the bizarre and cruel lengths Miscavige and his
3 agents have gone to and continue to go to destroy me, they see me
4 as a tremendous risk to their illusion of power, and are driven
5 ever more madly to destroy me.

6 43. I have been given a fun way to clean the world of all
7 its trash. I have a way to peacefully end the world's economic
8 slavery and sadness. I have a wild and creative concept to
9 raise environmental aware^{ness} while acknowledging many of the world's
10 artists. I have developed a trail running and health and
11 longevity program. These things have untold potential and hope
12 for mankind. Yet Scientology is doing whatever it can to destroy
13 that potential and deny those hopes for me and mankind.

14 44. I am an artist with creative ideas, yet Scientology has
15 spread the Black PR in the artistic arena that I have no
16 connection to art or artists. Scientology denigrates every word
17 I have ever written. In its publications sent to media
18 everywhere, it calls me incompetent. It has done whatever it
19 could to destroy my reputation. Now that it has done so, and
20 destroyed the potential value and market for my ideas, it claims
21 I am stating falsely that TGAC has no present commercial value.
22 TGAC depends completely on my good name and good will.
23 Scientology has done whatever it could to destroy that good name
24 and good will. Scientology has spent millions of dollars to
25 attack my person, ridicule my ideas and ruin my career. Now they
26 spend more to attack me for daring to be beaten by them to a
27 pulp. Now they lament that what they destroyed was worth so many
28 billions of dollars.

45. I have quietly and simply been given by God the formula

1 for the Unified Field, something sought by scientists and
2 thinkers for decades. I believe that if I were to announce and
3 develop this formula, Scientology would destroy my work. I
4 believe that we must resolve the Scientology conflict, and that I
5 am called by God to resolve this conflict, before I can safely
6 develop my ideas. The formula is meaningless to anyone without
7 my interpretation and understanding.

8 46. All of my art, projects and formulas depend on me
9 personally. They have no value to Scientology. The organization
10 under David Miscavige is never going to respect my work or ideas.
11 They are not going to promote my art. They are not going to see
12 value in what I have done, other than the value in its
13 destruction. My work has untold potential, but it has no present
14 commercial value as long as Scientology is free to attack me or
15 my work without my being able to respond.

16 47. Scientology seeks to have this Court determine that the
17 state court's injunction is not dischargeable. I ask that this
18 Court rule that it is. As shown above, Scientology will continue
19 to attack me wherever I go and whatever I do, and if the
20 injunction stands I will be unable to respond. Scientology has
21 attacked my art, which has nothing to do with the organization.
22 It has attacked my economic ideas, which have nothing to do with
23 the organization, including by trying to cause me trouble
24 concerning these ideas with the IRS. Scientology has surveilled
25 and videotaped me at the three lawfirms I have worked at, even
26 though one of those firms had nothing whatsoever to do with the
27 organization. Scientology has taken the depositions of each of
28 the senior partners or owners of these three firms. Attorney
Joseph A. Yanny has told me that he would like to hire me, but

1 cannot because Scientology would cause trouble for him, his
2 partners and his office's clients. The purpose of Bankruptcy is.
3 to give the bankrupt the opportunity for a new start. I cannot
4 have a new start as long as Scientology maintains its animosity
5 and as long as I cannot defend myself. This Court has shown with
6 its order of May 26, 1995 that it has the power to prevent
7 enforcement of any state court judgment. I ask that it extend
8 such order regarding the injunction until the appeal I will take
9 from Judge Thomas's rulings have run their course.

10 48. I will defend my Church against Scientology's
11 continuing attacks. I will be canvassing for amici curiae in the
12 appeal I will file. I will possibly be seeking public office in
13 Canada, a country in which Scientology has recently been
14 convicted of crimes and which has had to recently pay a \$1.6
15 million dollar judgment for libelling a Crown Counsel. In all of
16 those endeavors I will be in violation of Judge Thomas's rulings.
17 I will face repeated contempt proceedings brought by Scientology.
18 These violations can be reduced to a money estimation by this
19 Court, and I can be protected from Scientology's continued
20 attacks. This Court may also take note of the terrible
21 unfairness of this situation, and the agreement's and the
22 injunction's violation of the Constitution, particularly the 13th
23 Amendment prohibiting peonage.

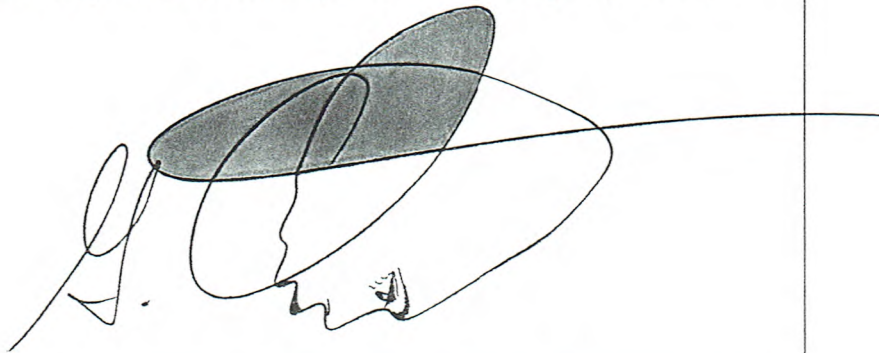
24 49. All I wanted from Scientology after the settlement was
25 to be left in peace and have my friends left in peace. There are
26 some people in the organization who just won't leave me alone.
27 Certain people appear to practice and condone immoral activities
28 and put down or make life rotten for anyone who will not join in
such nasty business. I met so many of them that I came to see

1 that the organization is a place for people who hurt each other
2 to keep hurting each other without ever needing to listen to
3 conscience or question the rightness of their behavior. When I
4 woke up I tried to help them to see what they were doing and to
5 get back on the path of health, caring and goodness. I have been
6 attacked by these people ever since. I cannot change them. I
7 left Scientology because I could not change them. The choice to
8 harden or soften their hearts is theirs. Perhaps their hearts
9 hardened because that is their reaction to so much abuse, perhaps
10 as children, perhaps in the organization. I cannot myself
11 recover from the abuse as long as the abuse continues. I ask for
12 this Court's protection from that aspect of the abuse which it
13 has the power to stop. I ask for this Court's protection to be
14 able to live a normal life.

15 I declare under the penalty of perjury under the laws of the
16 State of California that the foregoing is true and correct.

17 Executed at San Anselmo, California, on February 6, 1996

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A handwritten signature in black ink, appearing to read 'Gerald Armstrong', is written over a horizontal line. The signature is stylized with large, sweeping loops and a prominent oval shape at the top.

GERALD ARMSTRONG

1
2 PROOF OF SERVICE
3

4 I am employed in the County of Marin, State of California. I
5 am over the age of eighteen years and am not a party to the above
6 entitled action. My business address is 715 Sir Francis Drake
7 Boulevard, San Anselmo, California. I served the following
8 documents:

9 **TRIAL DECLARATIONS NOS. 1-6**

10 on the following person(s) on the date set forth below, by
11 placing a true copy thereof enclosed in a sealed envelope with
12 postage thereon fully prepaid to be placed in the United States
13 Mail at San Anselmo, California:

14 ANDREW H. WILSON, ESQ.
15 Wilson, Ryan & Campilongo
16 115 Sansome Street, 4th Floor
San Francisco, CA 94104

17 ☒ (By Personal Service) I caused such envelope to be personally
18 delivered to addressee.

19 ☐ (By Mail) I caused such envelope with postage thereon fully
20 prepaid to be placed in the United States Mail at San Anselmo,
California.

21 ☒ (State) I declare under penalty of perjury under the laws of
22 the State of California that the above is true and correct.

23 DATED: February 6, 1996

24 Jon En Thippens
25
26
27
28

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415)456-8450
5 In Propria Persona

6 UNITED STATES BANKRUPTCY COURT
7 NORTHERN DISTRICT OF CALIFORNIA

KEENAN, J. L. CLERK
U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SANTA ROSA, CA.

96 FEB -6 PM 4:27

ORIGINAL FILED
ORDER FOR RELIEF

8 In re) Case No. 95-10911 aj
9) Chapter 7
10 GERALD ARMSTRONG,)
11 Debtor) Adv. No. 95-1164
12) GERALD ARMSTRONG'S
13) TRIAL DECLARATION
14) No. 2
15)
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CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California non-
profit religious corporation,
Plaintiff,
v.
GERALD ARMSTRONG,
Defendant.

Trial Date: 2/13/96

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the defendant in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Attached hereto as Exhibit A is a copy of the Armstrong decision rendered by Judge Paul G. Breckenridge Jr. on June 20, 1984. A cross-complaint I filed against plaintiff Scientology organization and other Scientology organizations, hereinafter referred to as "the organization," was bifurcated from the underlying case on motion of the organization and did not go to trial as it settled on December 11, 1986. The settlement agreement included delivery of certain documents from the underlying case to the organization and allowed the organization to maintain its appeal from the Armstrong decision then pending in the California Court of Appeal, Second Appellate Division as No. B005912. On December 18, 1986 the Court of Appeal, whose decision is attached hereto as Exhibit B, dismissed the organization's appeal, reasoning that there would be no appealable final judgment until after trial of the cross-complaint.

2. On October 11, 1989 I was served at my home with a subpoena duces tecum, a copy of which is attached hereto as Exhibit C, in the case of Bent Corydon v. Church of Scientology International, Los Angeles Superior Court No. C 694401. The subpoena, issued by Toby Plevin, attorney for Mr. Corydon, orders my appearance to testify at a deposition and to produce the agreements, releases and any other documents relating to the settlement I had entered into with the organization.

3. Within a few days of service Ms. Plevin telephoned to confirm that the deposition venue was acceptable to me, to advise me that the

October 20 deposition date would probably be changed, and to ask me for alternative dates which would be convenient for me. We spoke two or three times by telephone over the next week or so to set or cancel dates. During one of our conversations she informed me that she had received "a threatening letter" concerning my deposition from attorney Larry Heller, who I knew to be an attorney of record for various Scientology-related organizations and individuals, and to have a supervisory role in virtually all the organization's legal matters. Ms. Plevin read me parts of Mr. Heller's letter in which he stated that it was inconceivable that I had any information relevant to Mr. Corydon's lawsuit, that Ms. Plevin was seeking to breach the settlement agreement by proceeding with my deposition, and that should my deposition ever go forward he would apply to the court for sanctions. It became apparent to me during this conversation with Ms. Plevin that I was very important to both sides in the Corydon litigation and that I was again intensely involved with the organization and could not avoid involvement.

4. On October 23 I received a telephone call from Mr. Heller. He stated that his client would seek a protective order to prevent the deposition from going forward but that it probably would anyway. He asked if I would have an attorney at the deposition, and I said that Michael Flynn (who had represented me in Armstrong) did not wish to be involved, that so far I did not have another attorney for the deposition, and that it was likely I would not. Mr. Heller then offered to have his client pay for an attorney for me to be present at the deposition. I asked if it could be an attorney of my choice, and he said that he didn't see any problem but would need to ensure that the attorney would do what his client wanted. He said that to maintain the settlement agreement I could only answer questions by court order, that I should refuse to answer the deposition questions and force Mr. Corydon to

get an order from the court compelling me to answer. I said I would have to think about the problem and get some advice. Mr. Heller gave me his phone numbers and asked me to call him back within two days.

5. Following my conversation with Mr. Heller I called my attorney Michael Flynn who had negotiated the settlement of my lawsuit and similar settlements on the same date for several other individuals. I informed him of Mr. Heller's offer and he said that Mr. Heller had called him earlier and offered to pay him to attend my deposition to prevent my testifying. Mr. Flynn said that he had refused the offer and reiterated that he did not wish to be involved in any way in Scientology-related litigation. I confirmed with him that nothing in the settlement agreement proscribed my obtaining assistance or advice from anyone currently involved in litigation against the organization.

6. I then called Ms. Plevin, told her of the organization's offer to pay for an attorney for me at the deposition, and asked her if she and Mr. Corydon could match the offer. She said that she is a sole practitioner, that she and Mr. Corydon are keeping the lawsuit going on a shoestring, and that they could not pay for my attorney. She said, moreover, that even if she and Mr. Corydon could afford it they would not pay for an attorney for me because it would be unethical.

7. On October 25 I called Mr. Heller to tell him I considered it inappropriate for the organization to pay for an attorney for me. He said he had a problem with me responding to deposition questions concerning such things as L. Ron Hubbard's misrepresentations or my period as Mr. Hubbard's archivist in the organization. He said he wanted to have an attorney present to instruct me not to answer such questions so that Mr. Corydon would have to move to compel an answer. He said that if the court

ordered sanctions for my refusal to answer his client would indemnify me. He said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered I would have breached the settlement agreement and may get sued. He said he recognized that I was in the middle and that my safest position was to refuse to answer, make Mr. Corydon bring a motion to compel and let the court be the final arbiter.

8. This and other threats, other events and circumstances following the settlement, and my present level of importance to and involvement with the organization have impelled me to write this declaration. It is my opinion that some of the settlement conditions are unenforceable, that the organization is attempting to enforce them in a manner which is inconsistent with the spirit of settlement, and that these conditions and their attempted enforcement constitute an on-going obstruction of justice and violation of my and others' First Amendment rights. The purpose of this declaration is to make known this situation, to demonstrate certain conditions' unenforceability, and to support an action to have them so adjudged by the court with jurisdiction to enforce the terms of the settlement agreement. I am also providing this declaration to parties and lawyers involved in the correction of legal abuses.

9. On November 1, 1989 Mr. Heller, on behalf of Author Services, Inc. (ASI), a defendant in Corydon, filed a motion "to Delay or Prevent the Taking of Certain Third Party Depositions," a copy of which is attached hereto as Exhibit D. At page 4 Mr. Heller states:

"One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the

Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

10. The complete text of the settlement ingredient Mr. Heller has capsulized, paragraph 7D, reads:

"Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal

regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff."

11. It is my opinion that the conditions of this paragraph are unenforceable for two reasons: a. the organization's actions since the settlement have rendered them invalid; b. they are so broad and at the same time so restrictive that, even if the organization had not acted to invalidate them, they deny me, on their face, several inalienable rights and are therefore against public policy.

12. Paragraph 7B of the December 1986 settlement agreement reads in part:

"Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees."

13. Paragraph 8 of the December 1986 settlement agreement reads:

"Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date."

14. I am including these two paragraphs because they contain what to me is essential in the settlement agreement, and they show that my rights arising out of the conduct of the organization following the settlement are not waived or relinquished.

15. Sometime in the fall of 1987 I received a copy of a document, pages 11, 12, 18 and 29 from which are attached hereto as Exhibit E, created and circulated by the organization to discredit Bent Corydon who had written a book entitled L. Ron Hubbard, Messiah or Madman? which had been published in August that year. Mr. Corydon had interviewed me several months before the settlement and had used some of my statements from the interview, my trial testimony in Armstrong, and from declarations I had written during the pre-settlement litigation in his book.

16. At page 29 of their retort the organization states:

"Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book, however, is completely contrary to his own previous sworn affidavit about the RPF.

"Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters. See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher."

17. The chapter on Mr. Corydon as author contains the statement at page 12:

"Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard " ... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period , during which his travels were quite extensive."

These paragraphs concern my experiences in the organization as Mr. Hubbard's archivist and biographical researcher and my knowledge of Mr. Hubbard's history, and I consider that I have a right to reply.

18. The organization states at page 18 of its retort:

"Homer [Schomer] had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case."

I believe the organization is in violation of the settlement agreement by discussing the Armstrong case.

19. The organization states at page 11 of its retort:

"Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources."

While working on a project for Mr. Hubbard I acquired the knowledge that millions of dollars of organization money had been channeled into his accounts, I wrote a number of declarations containing this information after leaving the organization, and I know the other individuals

who had this and similar knowledge and who were Mr. Corydon's sources for his statement. To denominate us "a small cabal of thieves, perjurers and disreputable sources" I believe is scandalous.

20. On October 7, 1987 I received a call from Michael Flynn who relayed to me a message from Earle C. Cooley, one of the organization's principal attorneys, concerning the then proceeding trial in London, England of a lawsuit the organization had brought against a writer, Russell Miller. Mr. Miller had interviewed me in Boston, Massachusetts in 1986, some months before the December settlement, for a biography of L. Ron Hubbard. According to Mr. Flynn, Mr. Cooley stated that it had been disclosed during the trial that Mr. Miller possessed documents in violation of sealing orders in Armstrong, and he threatened that if I talked to any of the attorneys or parties involved in the trial the organization would view it as a breach of the settlement agreement.

21. In early 1988 I received copies of various documents, attached hereto as Exhibits F to K, from the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice, Case No. 6140. The organization had unsuccessfully sought pre-publication suppression of Mr. Miller's book, which he titled Bare-Faced Messiah, and it was published and distributed immediately following the October 1987 trial.

22. Attached hereto as Exhibit F is a copy of an affidavit of Kenneth David Long dated October 5, 1987, and the exhibits or partial exhibits thereto that so far I have in my possession. The purpose of Mr. Long's affidavit, as it relates to me, was to try to convince the English Court that I had provided documents to Mr. Miller in violation of various California Courts' sealing orders.

23. In pages 3 through 8 Mr. Long gives the organization's version of my job description and actions as Mr. Hubbard's biography researcher and archivist, the contracting of Omar V. Garrison to write the biography, and the procedural history in Armstrong from the filing of the complaint up to the settlement. At page 9 Mr. Long states that "following the trial the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986." He then identifies a number of documents Mr. Miller had quoted from in Bare-Faced Messiah: Mr. Hubbard's Boy Scout Diary, a letter to Mr. Hubbard from his mother, a letter from Mr. Hubbard to his first wife, Polly, a letter to the Cape Cod Instrument Company, a journal Mr. Hubbard kept while in the navy, three diaries from 1927 to 1929, and Mr. Hubbard's "Tentative Constitution for Rhodesia." Mr. Long also states that each of these documents "has never been unsealed or made available to the general public."

24. At page 13 of his affidavit Mr. Long, without providing any further elucidation, states, "I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal." He then concludes that "it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no one else other than Mr. Armstrong had access to these documents."

25. The exhibits Mr. Long identified and appended to his affidavit included the following:

a. A copy of my W-2 Wage and Tax Statements for 1977 and 1978. This document, which I have attached to Mr. Long's affidavit, shows

the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

b. A copy of an affidavit I executed on April 12, 1980 while in the organization. This document, the first page of which I have attached to Mr. Long's affidavit, was also admitted into evidence in Armstrong.

c. A copy of my petition to Mr. Hubbard to assemble his archives for a biography. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

d. A non-disclosure and release bond executed by me on March 18, 1977. This document, the first page of which I have attached to Mr. Long's affidavit, shows the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

e. A copy of my dispatch of February 22, 1980. This document, which is presently unavailable to me was admitted into evidence in Armstrong.

f. A copy of my dispatch of May 14, 1980. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

g. A copy of the agreement dated October 30, 1980 between Omar Garrison and AOSH DK Publications. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

h. A copy of a letter of November 14, 1980 from AOSH DK Publications regarding the Hubbard biography project. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

i. A copy of a resolution adopted by the organization's board of directors providing an assistant to Mr. Garrison. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

j. A copy of my letter of December 12, 1981 resigning from my position as Mr. Hubbard's researcher. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

k. A copy of pages 313 to 323 of my deposition testimony of August 1, 1986 in the case of Michael J. Flynn v. Church of Scientology International in the US District Court Central District of California, Case No. CV8504853R. I have attached these pages as an exhibit to Mr. Long's affidavit herewith.

26. Attached hereto as Exhibit G is a copy of a second affidavit of Mr. Long dated October 5, 1987 which was filed in the Miller case. In pages 2 through 16 of this affidavit Mr. Long again reviews the Armstrong litigation, expands his analysis of the case's various sealing orders, and again designates several documents he claims I gave Mr. Miller in contravention of those orders.

27. At page 9 of his affidavit Mr. Long identifies three diaries written by Mr. Hubbard between 1927 and 1929 and charges that Mr. Miller or Jonathan Caven-Atack, who had assisted Miller with his research, possessed them in violation of a sealing order in Armstrong. Mr. Long goes on to state at page 10: "I am certain that the only possible source for the diaries attached by Mr. Caven-Atack as Exhibit JC-A4 is Mr. Armstrong and/or his counsel."

28. In pages 11 to 15 of his affidavit Mr. Long describes a letter to Mr. Hubbard from his mother, Mr. Hubbard's Boy Scout diary, and a letter from Mr. Hubbard to his first wife, Polly, and alleges that Mr. Miller or Mr. Caven-Atack obtained these documents from me in violation of the Court's sealing orders.

29. At page 16 Mr. Long describes three letters from Mr. Hubbard to Helen O'Brien and goes on to state: "All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts."

30. I consider that Mr. Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious.

31. Attached hereto as Exhibit H is a copy of a third affidavit of Mr. Long dated October 5, 1987 and filed in the Miller case. At page 4 Mr. Long repeats his accusation that "the evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders." And he states: "Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity."

32. Attached hereto as Exhibit I is a copy of pages 1 and 4 of an affidavit of Sheila MacDonald Chaleff dated October 5, 1987 which was filed in Miller. I do not at present have pages 2 and 3. Ms. Chaleff, whom I do not know, states at page 4: "Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the

contents to get the Church raided where these forged documents would be found and used against the Church."

33. Attached hereto as Exhibit J is a copy of an affidavit of Mr. Long dated October 7, 1987 and filed in Miller. The copy I have is missing a page at paragraphs 4 to 7. At paragraph 2 Mr. Long describes his responsibilities:

"I have been deeply involved in the litigation of (Armstrong) since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trials proceedings in May and June, 1984." At paragraph 7 Mr. Long concludes: "There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials."

34. At paragraph 9 Mr. Long identifies a document he has written entitled "A Chronological History of Major Armstrong Case Orders," and at paragraph 10 he describes the security operation he and a staff maintained throughout the life of the Armstrong documents as their fate was decided by various courts:

"...I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before rescript I would

personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials." Mr. Long concludes that "(t)here can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders."

35. At paragraph 15 Mr. Long argues the matter of the Helen O'Brien letters:

"Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders -- the August 24, 1982 court order to turn in all materials to the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court."

36. The text of the settlement agreement relating to documents, Paragraphs 7E and 7L, reads:

"E. With exception to the items specified in Paragraph 7L, Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not

limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

- (a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;
- (b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and
- (c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and other items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible.

including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV 85-0440-HLH(Tx), presently in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal."

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach."

37. I believe the provisions of Paragraphs 7E and 7L are unenforceable because the organization has itself violated the intent of the settlement agreement by acting improperly with the documents entrusted to it, by its own violations of sealing orders, and by its failure to deliver to me my documents in reciprocity.

38. Attached hereto as Exhibit K is a copy of an affidavit of Mr. Long dated October 8, 1987 and filed in Miller. Mr. Long responds to explanations in additional affidavits of Mr. Miller and Mr. Caven-Atack concerning sources and routes for their Hubbard documents. Mr. Long concludes again that "there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence." He also quotes in his affidavit from the transcript of a hearing

of April 23, 1984 in Armstrong, a declaration of Michael Flynn from "another church case," and a comment of my lawyer Julia Dragojevic at a deposition of Homer Schomer.

39. Mr. Long also identifies, produces and quotes from an affidavit of mine dated March 7, 1986, a copy of which I have attached hereto as Exhibit L. This affidavit was filed in Tonja Burden v. Church of Scientology of California, et al. U.S. District Court, Middle District of Florida, Tampa Division, Case No. 80-501-Civ-T-17. The organization settled this case in 1986 and had the case file sealed.

40. On December 21, 1988 I received a call from Michael Flynn who relayed a message from Michael Lee Hertzberg, one of the organization's leading lawyers. Paul Morantz, Bent Corydon's attorney in one or another case, filed a motion to unseal the Armstrong court file. Judge Geernaert, who had inherited the Armstrong file after Judge Breckenridge retired, allowed the unsealing. The organization had 30 days to appeal. They wanted me to file a pleading to keep the court file sealed. They said that otherwise the "pig document" would come out. (This document, which was specifically sealed by Judge Breckenridge, was a recitation of a dream I had in 1985.) They also stated that if I didn't file something it would unsettle the settlement. They said they have a case on point. They said it would be bad for me. I could have to give the (settlement) money back. Mr. Flynn translated the facts to me: "It's a veiled threat." I said my decision at that time was to do nothing.

41. On December 22, 1988 Mr. Flynn called to tell me he had received the organization's petition for a writ of supersedeas. He said the case Mr. Hertzberg had been citing regarding unsettling the settlement involved a doctor who molested a minor patient. As part of the settlement

the file was sealed. Mr. Flynn said he was unsure how the case applies to what the organization wanted me to do. He said the court didn't get to the point of dealing with unsettling the settlement. I said I would still do nothing.

42. On December 27, 1988 I again spoke by telephone with Mr. Flynn who had himself spoken to lawyers on both sides of Mr. Corydon's litigation. This is what I considered relevant at the time: Following Judge Geernaert's unsealing of the Armstrong court file, the organization filed a petition for a writ of supersedeas claiming the sealing of the file was consideration for settlement. In his response Paul Morantz filed some settlement documents, a notary seal from the State of Pennsylvania on which identified Bill Franks, like me a former organization executive and witness in various organization-related cases, as their source. Mr. Franks had sent the documents to a lawyer to look at and the lawyer gave them to another lawyer who gave them to Mr. Morantz. The organization reacted. They claimed to have "the smoking gun," the proof of settlement violations. They charged that there are numerous breaches: they knew last summer that Mr. Franks had spent time with the Aznarans (who I understood to be organization executives who had recently defected and had sued the organization); and they had some instance of Homer Schomer doing something three weeks before. Mr. Flynn advised me he was going to file a pleading to say that the settlement documents should remain sealed. I said I felt the court file should be unsealed and almost certainly would be at some point, but that I wouldn't do anything at that time. Around November 15, 1989 I received from Ms. Plevin a copy of a document entitled "Response of Gerald Armstrong to Opposition Filed By Real Party in Interest, Bent Corydon" which is attached hereto as Exhibit M.

43. On November 18, 1989 I received a copy of a videotape of me edited from illegal videotapes made in 1984 by organization operatives and used thereafter against me. This copy had been given to the London Sunday Times, along with a package of documents concerning me which I do not yet have, in late 1987 or early 1988. Taped to the cassette is the business card of Eugene M. Ingram, the organization's private detective who set up the illegal videotaping. A copy of one side of the video cassette showing Mr. Ingram's card is attached hereto as Exhibit N.

44. On November 20, 1989 I received a call from Mr. Heller who said he wanted to talk me into giving the organization a declaration. He said Homer Schomer, who had also been subpoenaed to testify at a deposition in Corydon, had given them a declaration. Mr. Heller said it was very simple and straightforward, just two things: that I'd had either no or minimal contact with Mr. Corydon in the organization; and that subsequent to leaving I had received no information regarding him. Mr. Heller said that my signing a declaration to help ensure the deposition doesn't go forward would be of assistance to the organization and me. He said we would both have hassles if my deposition goes forward. I told Mr. Heller that it would be inappropriate and I couldn't give him the declaration. I said that I know Mr. Corydon quite well. Mr. Heller said that the organization and he did not see me as a relevant witness but a way for Corydon's attorneys to leverage a settlement. I said I saw myself as a relevant witness. I said, "From everything I've seen that's going on and everything I've heard that's going on and knowing my history and the issues I cannot see ducking (the deposition) at all. The truthful declaration would be that I would see that my experiences and my knowledge of Bent would be relevant to his case." Mr. Heller said that if I thought I would be helping Bent Corydon by

appearing, I might, but that for sure he would never help me. He said only the organization would ever help me. He stated that I should assist the organization because it had honored its agreement. He said that the organization had signed a non-disclosure agreement as well and as far as he knew had lived up to its agreement. When I paused in answering he said that if there had been any violations he wanted to know and he would rectify the problem. I said, "I think you could check with Ken Long on what has been done regarding Gerald Armstrong subsequent to the settlement. Just get from him everything that's been filed regarding Armstrong, all his declarations regarding me, all the so-called false report corrections that have been put out subsequent to the settlement, any time the so-called "Armstrong Operation" videotape has been used subsequent to the settlement." Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they will carefully examine their rights as to what action they will take. He said he strongly suggested that I refuse to answer subject to attorney instruction. He said I had a contractual obligation as far as he could tell.

45. The provisions of the settlement agreement relating to testifying, Paragraphs 7G and 7H, read:

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organization aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology

or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in an manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed."

46. It is my opinion that these provisions are unenforceable because the organization is using them in a coercive and obstructive manner, because on their face they deny equal justice to anyone who would engage the organization legally, and because they are suppressive of several basic rights: speech, assembly, safety, happiness.

47. On November 30, 1989 I attended a hearing in Corydon of the organization's motion to prevent my deposition from going forward before Judge Norman Epstein in the Los Angeles Superior Court. Judge Epstein ruled that the deposition would go forward and it is now set for April 12 and 13, 1990.

48. While at the hearing I was served with a subpoena duces tecum, a copy of which is attached hereto as Exhibit O, ordering me to appear as a witness in the trial of Religious Technology Center, et al. v. Joseph Yanney, et al., Los Angeles Superior Court Case No. C690211. The subpoena also orders the production of the settlement agreement. The Yanney trial is at this date proceeding before Judge Raymond Cardenas in department 41.

49. On January 18, 1990 I received from Flynn, Sheridan and Tabb, the law firm which had represented me in Armstrong, a copy of a new appeal, No. B025920, which the organization had filed on December 21, 1989

in Division Three of the Second Appellate District in the California Court of Appeal. In this appeal the organization seeks a reversal of the Breckenridge decision (Exhibit A).

50. On January 30, 1990 I received from Flynn, Sheridan & Tabb the "Reply Brief of Appellants and Response to Cross-Appeal" filed in Division Four of the Second Appellate District in the Court of Appeal in a case entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant; Bent Corydon, Appellee, Civ. No. B038975. In this appeal the organization is seeking a reversal of Judge Geernaert's decision unsealing the Armstrong case file.

51. On February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued.

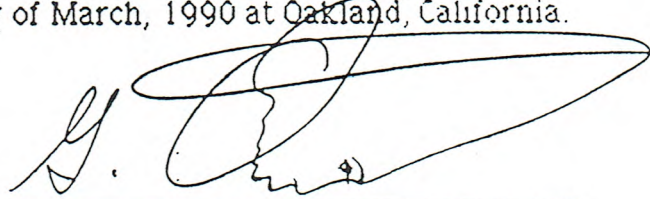
52. On February 20, 1990 I executed a document I titled "Respondent's Petition for Permission to File Response and for an Extension of Time to File Response," a copy of which is attached hereto as Exhibit P, and had it mailed to the Court of Appeal. The document was filed in the Armstrong appeal, No. B025920, in Division Three on February 28.

53. On February 21, 1990 I executed a document I titled "Defendant's Petition for Permission to File Response and for Time to File," a copy of which is attached hereto as Exhibit Q, and had it mailed to the Court of Appeal. This document was filed in the Corydon appeal, No. B038975, in Division Four on March 1.

54. At some point the Court of Appeal unsealed the settlement agreement, which I had attached as a sealed exhibit to my two petitions, and which I have attached hereto as Exhibit R.

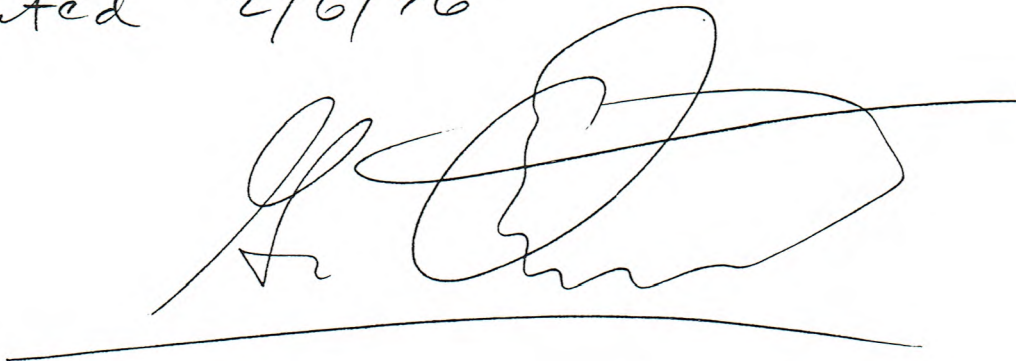
I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this fifteenth day of March, 1990 at Oakland, California.

A handwritten signature in black ink, appearing to be "G. Armstrong", written over a horizontal line.

Gerald Armstrong

Reexecuted 2/6/96

A handwritten signature in black ink, appearing to be "G. Armstrong", written over a horizontal line.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450
In Propria Persona

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

KEITHAN D. GILBERT, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CAL.
SANTA ROSA, CA.

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In re) Case No. 95-10911 aj
GERALD ARMSTRONG,) Chapter 7
Debtor) Adv. No. 95-1164
_____) GERALD ARMSTRONG'S
CHURCH OF SCIENTOLOGY) TRIAL DECLARATION
INTERNATIONAL, a California non-) No. 3
profit religious corporation,)
Plaintiff,)
v.)
GERALD ARMSTRONG,)
Defendant.)

Trial Date: 2/13/96

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C420153. I have been involved in litigation with various Scientology entities, hereinafter referred to as "the organization," since 1982. Until December 1986 I was represented in this litigation by the law firms of Flynn, Joyce & Sheridan (now Flynn, Sheridan & Tabb) in Boston, Massachusetts and Contos & Bunch in Woodland Hills, California. Michael Flynn, my attorney in Armstrong was the prime mover in much of the organization-related litigation throughout the U.S.

2. The legal battle waged by the organization was abusive, menacing and debilitating. The organization sued Mr. Flynn or his firm many times, filed countless false sworn statements about Mr. Flynn and me, and attempted to frame both of us and bring false criminal charges against us.

3. At the beginning of December 1986 an agreement was reached in Los Angeles between the organization and Mr. Flynn to settle most of the cases in which he had been involved either as counsel or party. I was then working in the Flynn, Joyce & Sheridan firm, so was aware that settlement talks were occurring, and I had reached an agreement with Mr. Flynn on a monetary figure to settle my lawsuit with the organization. Such talks had occurred a number of times over the prior four years.

4. On December 5 I was flown to Los Angeles, as were several other of Mr. Flynn's clients with claims against the organization, to participate in a "global settlement." After my arrival in LA I was shown a copy of a document entitled "Mutual Release of All Claims and Settlement Agreement,"

hereinafter referred to as "the settlement agreement," and some other documents, which I was expected to sign.

5. The settlement agreement, attached hereto as Exhibit A, has now become a public document, and it and its effects are issues in various lawsuits now pending. I am making this declaration to explain why I signed such a patently offensive document, to clarify what my present legal situation is regarding the agreement and the organization, and to assist in the resolution of the Scientology conflict. I am waiving the attorney-client privilege between Mr. Flynn and me only as to our conversations concerning the settlement agreement and the settlement.

6. Upon reading the settlement agreement draft I was shocked and heartsick. I told Mr. Flynn that the condition of "strict confidentiality and silence with respect to [my] experiences with the [organization]" (settlement agreement, para. 7D), since it involved over seventeen years of my life, was impossible. I told him that the "liquidated damages" clause (para. 7D) was outrageous; that pursuant to the settlement agreement I would have to pay \$50,000.00 if I told a doctor or psychologist about my experiences from those years, or if I put on a job resume what positions I had held during my organization years. I told Mr. Flynn that the requirements of non-amenability to service of process (para. 7H) and non-cooperation with persons or organizations adverse to the organization (paras. 7G, 10) were obstructive of justice. I told him that I felt that agreeing to leave the organization's appeal of the decision in Armstrong and not respond to any subsequent appeals (para. 4B) was unfair to the courts and all the people who had been helped by the decision. I told Mr. Flynn that an affidavit the organization was demanding that I sign along with the settlement agreement was false. The document, which I do not have, stated, inter alia, that my

disagreements with the organization had been with prior management and not with the then current leadership. In fact there had been no management change and I had the same disagreements with the organization's "fair game" policies and actions which had continued without change up to the time of the settlement. I told him that I was being asked to betray everything and everyone I had fought for against organization injustice.

7. In answer to my objections to the settlement agreement Mr. Flynn said that the silence and liquidated damages clauses, and anything which called for obstruction of justice were not worth the paper they were printed on. He said the same thing a number of times and a number of ways; e.g., that I could not contract away my Constitutional rights; that the conditions were unenforceable. He said that he had advised the organization attorneys that those conditions in the settlement agreement were not worth the paper they were printed on, but that the organization, nevertheless, insisted on their inclusion in the settlement agreement and would not agree to any changes. He pointed out the clauses concerning my release of all claims against the organization to date and its release of all claims against me to date (paras. 1, 4, 5, 6, 8) and said that they were the essential elements of the settlement and were what the organization was paying for.

8. Mr. Flynn also said that everyone was sick of the litigation and wanted to get on with their lives. He said that he was sick of the litigation, the threats to him and his family and wanted out. He said that as a part of the settlement he and all co-counsels had agreed to not become involved in organization-related litigation in the future. He expressed a deep concern that the courts in this country cannot deal with the organization and its lawyers and their contemptuous abuse of the justice system. He said that if I didn't sign the documents all I had to look forward to was more years of

harassment and misery. One of Mr. Flynn's other clients, who was in the room with us during this discussion, yelled at me, accusing me of killing the settlement for everyone, and that everyone else had signed or would sign, and everyone else wanted the settlement. Mr. Flynn said that the organization would only settle with everyone together; otherwise there would be no settlement. He did agree to ask the organization to include a clause in my settlement agreement allowing me to keep my creative works relating to L. Ron Hubbard or the organization (para. 7L).

9. Mr. Flynn said that a major reason for the settlement's "global" form was to give the organization the opportunity to change its combative attitude and behavior by removing the threat he and his clients represented to it. He argued that the organization's willingness to pay us substantial sums of money, after its agents and attorneys had sworn for years to pay us "not one thin dime" was evidence of a philosophic shift within the organization. I argued that the settlement agreement evidenced the unchanged philosophy of fair game, and that if the organization did not use the opportunity to transform its antisocial nature and actions toward its members, critics and society I would, a few years hence, because of my knowledge of organization fraud and fair game, be again embroiled in its litigation and targeted for extralegal attacks.

10. Regarding the affidavit the organization required that I sign, Mr. Flynn said that the "disagreement with prior management" could be rationalized as being a disagreement with L. Ron Hubbard, and since Mr. Hubbard had died in January 1986 it could be said that I no longer had that disagreement. Mr. Flynn said that the organization's attorneys had promised that the affidavit, which all the settling litigants were signing, would only be used by the organization if I began attacking it after the settlement, and

since I had no intention of attacking the organization the affidavit would never see the light of day.

11. During my meeting with Mr. Flynn in Los Angeles I found myself facing a dilemma which I reasoned through in this way. If I refused to sign the settlement agreement and affidavit all the other settling litigants, many of whom had been flown to Los Angeles in anticipation of a settlement, would be extremely disappointed and would continue to be subjected to organization harassment for an unknown period of time. I had been positioned in the settlement drama as a deal-breaker and would undoubtedly lose the support of some if not all of these litigants, several of whom were key witnesses in my case against the organization. Although I was certain that Mr. Flynn and my other lawyers would not refuse to represent me if I did not sign the documents I also knew that they all would view me as a deal-breaker and they would be as disappointed as the other litigants in not ending the litigation they desperately wanted out of. The prospect of continuing the litigation with unhappy and unwilling attorneys on my side, even though my cross-complaint was set for trial within three months, was distressing. On the other hand, if I signed the documents, all my co-litigants, some of whom I knew to be in financial trouble, would be happy, the stress they felt would be reduced and they could get on with their lives. Mr. Flynn and the other lawyers would be happy and the threat to them and their families would be removed. The organization would have the opportunity they said they desired to clean up their act and start anew. I would have the opportunity to get on with the next phase of my life and the financial wherewithal to do so. I was also not unhappy to at that time not have to continue to testify in all the litigation nor to respond to the media's frequent questions. If the organization continued its fair game

practices toward me I knew that I would be left to defend myself and I accepted that fact. So, armed with Mr. Flynn's advice that the conditions I found so offensive in the settlement agreement were not worth the paper they were printed on, and the knowledge that the organization's attorneys were also aware of that legal opinion, I put on a happy face and the following day went through the charade of a videotaped signing.

12. Before signing the settlement agreement I also consulted with another attorney who advised me that the agreement, including the liquidated damages clause, to have any validity must be reciprocal. He stated that if any agent of the organization said anything to anyone concerning my experiences in the organization or about my case the organization was liable to me for \$50,000.00 for each such instance.

13. In my declaration of March 15, 1990 I detailed my post-settlement involvement with the organization and what I knew of its attempts to enforce by threat the settlement agreement conditions and its acts against me in violation of the letter and spirit of the agreement. At paragraph 44 of the declaration I recount a telephone call to me from organization attorney Larry Heller on November 20, 1989 in which he stated that the organization had signed a non-disclosure agreement as I had and had lived up to its agreement. In the motion dated October 31, 1989 of Author Services, Inc. to prevent the taking of my deposition in the case of Bent Corydon v. Church of Scientology International, Inc., et al. Los Angeles Superior Court No. C694401 (Exhibit D to my 3-15-90 declaration), Mr. Heller states: "One of the key ingredients to completing these settlements, insisted upon by all parties involved, (emphasis in original) was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the Church of Scientology; (2) any knowledge possessed by the

Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

14. I filed the March 15 declaration on March 23 as an exhibit to a document entitled "Defendant's Reply To Appellants' Opposition To Petition For Permission To File Response and For Time" in the California Court of Appeal, Second Appellate District, Division Four in the case of Church of Scientology of California, Appellants v. Gerald Armstrong; Bent Corydon, Appellee; Civ. No. B 038975. On the motion of Mr. Corydon, a present litigant against the organization, Los Angeles Superior Court Judge Bruce R. Geernaert, on November 9, 1988 unsealed the Armstrong court file, which had been sealed since the settlement, allowing Mr. Corydon and his attorneys to examine and copy the file for use in his litigation. The organization appealed Judge Geernaert's ruling, filing an opening brief on October 11, 1989. The organization based its argument that the court file should remain sealed on its averment that "[a]n integral, indispensable part of [the] settlement was the sealing of the court's record." (Appellants Brief, p4). On March 1, 1990 I filed a document entitled "Defendant's Petition For Permission To File and For Time To File" (3-15-90 Declaration, Exhibit Q), requesting permission to file a response to the organization's appeal. On March 6 the organization filed "Appellants' Opposition To Defendant's Petition For Permission To File Response and For Time To File," attached hereto as Exhibit B. In its argument for denial of my request to file a response the organization asserted that "the sealing of the file was an essential part of the settlement agreement, pursuant to which Mr. Armstrong received a substantial sum of money in settlement of his cross-complaint." (Opp. p2) My reply to the organization's opposition is attached hereto as Exhibit C. On April 9, 1990 in a letter to the Clerk of the Supreme Court of

California the Clerk of the Court of Appeal for the Second Appellate District requested that the B038975 appeal be transferred from Division Four to Division Three. The Division Three Court already had before it the case of Church of Scientology of California v. Gerald Armstrong, Civ. No. B025920, the organization's appeal of the Los Angeles Superior Court's 1984 decision (3-15-90 Declaration, Ex. A) in the case brought against me in 1982. On March 9, the Division Three Court had granted a similar "Petition For Permission To Respond" I had filed in that appeal, and on July 9 my attorney, Michael Walton, filed a respondent's brief on my behalf. On October 16 the Division Three Court granted my petition to respond in the B038975 appeal.

15. The 3-15-90 declaration was also filed on March 19, 1990 as an exhibit to a motion, attached hereto as Exhibit D, brought by Mr. Corydon "for an order directing non-interference with witnesses and disqualification of counsel" in Corydon, supra. On March 27 the organization filed an opposition, attached hereto as Exhibit E, to Mr. Corydon's motion, supported by, inter alia, a declaration of attorney Lawrence Heller dated 3-27-90, attached hereto as Exhibit F, and a declaration of Kenneth Long dated 3-26-90, attached hereto as Exhibit G. At paragraph 13 of his declaration Mr. Heller states: "13. The confidentiality provisions of the Armstrong Settlement Agreement are nor (sic) reciprocal in nature. Mr. Armstrong does have duties of confidentiality under the terms of the Armstrong settlement and paragrapg (sic) 10 appears to be an accurate recitation of those duties. However, there are no reciprocal duties of confidentiality under the terms of the Armstrong Settlement Agreement that apply to any of the Church parties in the settlement. 14. An important part of the Armstrong settlement was that the Church was not bound by the same confidentiality provisions as

Armstrong and that the Church parties remain free to comment upon and use information pertaining to Mr. Armstrong's experiences in the Church of Scientology. At the time of the Armstrong settlement, information from Mr. Armstrong was being used in a number of cases around the world. It was important to the Church parties to the Armstrong settlement that they remain free to defend themselves against allegations supported by information originating from Armstrong prior to the settlement. I discussed this aspect of the confidentiality provisions the (sic) settlement agreement with Armstrong's counsel, Michael J. Flynn, during my settlement negotiations with him in 1986 and it was clearly understood by both sides of the negotiations that the confidentiality provisions were not to be reciprocal. Any assertions to the contrary now being made by Amrstrong (sic) are false." Mr. Long states in his declaration at paragraph 5: " There is no provision in the settlement agreement with Armstrong which would prohibit CSC from using information obtained through litigation with Armstrong in seeking legal remedies for wrongs committed by third parties." The organization's opposition (Ex. E) states at p. 14 that "an important part of the Settlement Agreement revolved around the continuing ability of the Church to refute the often bizarre allegations made by Mr. Armstrong. Thus, this issue was addressed during the settlement negotiations, with the result that no (emphasis in original) clause was included in the agreement preventing the Church from such action."

16. In his 3-27-90 declaration Mr. Heller, in response to my 3-15-90 declaration in which I recount the three telephone conversations we had in October and November 1989, also avers that "[a]t no time did I threaten him with a lawsuit, speak to him in a threatening manner or even mention a lawsuit. The Court should note Armstrong never says I threatened him with

litigation in his declaration. (emphasis in original). However, to my recollection, all of this took place during the course of one (1) telephone conversation." (Ex. F. paras. 10,11) The organization's opposition (Ex. E) states at p. 11: "Even if Gerald Armstrong's declaration....were fully (emphasis in original) truthful (which it is not -- see Declaration of Lawrence E. Heller attached) (parens in original), the acts ascribed to Mr. Heller in his discussions with Armstrong must be construed as ethical and legal. Regardless, as can be seen from the Declaration of Lawrence E. Heller attached hereto, Heller recalls having only one (emphasis in original)(1) telephone call with Armstrong wherein he did, in fact, offer to provide him with an attorney to represent him at his deposition, which Armstrong promptly refused. Mr. Heller did not (emphasis in original) offer to have his client pay for that attorney or offer to indemnify Armstrong for sanctions which might be imposed (sanctions were never discussed) (parens in original)." The opposition also states that "Armstrong nowhere in his declaration indicates Heller threatened him with litigation." (Ex. E, p.12)

17. In his 3-26-90 declaration Kenneth Long repeats the proof he propounded in his affidavits (3-15-90 Dec. Exs. F,G,H,J,K) filed in 1987 in the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice in London, England, Case no. 6140, that I "had knowingly violated orders issued by Los Angeles Superior Court." Mr. Long states (Ex. G, para. 3) that : "[t]aken together, my October, 1987 affidavits demonstrate that:

- a. In August, 1982, Armstrong was ordered by Judge John L. Cole to surrender certain documents and materials to the custody of the Clerk of the Los Angeles Superior Court.

b. Armstrong later attested on numerous occasions, that he had surrendered all such documents and materials, and that he had none in his possession.

c. In January, 1987, following settlement of Scientology (sic) of California ("CSC"), Armstrong turned over to CSC all Church-related documents in his possession. I personally inspected the documents turned over by Armstrong, and found a number of copies of the documents which Armstrong had previously sworn that he had surrendered to the Clerk of the Court.

d. Based on my discovery of these documents, I concluded that Armstrong had intentionally perjured himself on numerous occasions, and had as well knowingly violated orders issued by judges at all levels ranging from the Los Angeles Superior Court to the Supreme Court of the United States."

Mr. Long then explains that his "affidavits, therefore, were required to detail the elements of the breach of confidence claim against Miller and Penguin, and the claim could not have been brought without explaining the underlying actions taken by Armstrong."

18. At paragraph 7 of the 3-15-90 declaration I state that during our conversation of October 25, 1989 Mr. Heller "said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered (deposition questions about such things as L. Ron Hubbard's misrepresentations) I would have breached the settlement agreement and may get sued." At para. 44 of the 3-15-90 declaration I state that "Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they

will carefully examine their rights as to what action they will take." At para 51 I state that "[o]n February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued." (See also para. 48 where I describe being served with a trial subpoena in the case of Religious Technology Center, et al. v. Joseph Yanney, LASC No. C690211.) In a declaration I executed on March 26, 1990, a copy of which is attached hereto as Exhibit H, I describe at para 4 another instance of threatened litigation from Mr. Heller. "On March 21 I spoke by telephone with attorney Michael Flynn, counsel of record in Armstrong, who said that he had been called by Mr. Heller two or three weeks before. Mr. Heller told Mr. Flynn that I was sitting in the courtroom in the Yanney trial and that if I testified in Yanney I would be in violation of the settlement agreement and I would be sued. Mr. Heller asked Mr. Flynn to call me and tell me not to testify. Mr. Flynn said no. The day I had been present at the Yanney trial was March 5, 1990."

19. On April 4, 1990 I was served with a subpoena duces tecum applied for by Author Services, Inc. and Bridge Publications, Inc., two organization entities, a copy of which is attached hereto as Exhibit I, ordering my production of any sound recordings or other records I possessed of my telephone conversations with Mr. Heller, at a deposition in Corydon on April 24. Toby Plevin, Mr. Corydon's attorney, had apparently stated at the hearing of the motion for an order directing non-interference with witnesses (see para. 15) that I had a recording of my side of one or more of my conversations with Mr. Heller. Ms. Plevin had already scheduled my

deposition, which had been the subject of the organization's motion of October 31, 1989 to prevent its being taken (see para.13), for April 24 and 25. The deposition went forward on those days and I produced for the organization my notes of Mr. Heller's telephone conversations with me of October 23 and 25 and November 20, 1989, attached hereto as Exhibits J, K and L respectively, and a cassette recording of my side of the November 20, 1989 conversation, a transcript of which is attached hereto as Exhibit M. I can translate and interpret the scrawled notes if called upon to do so. It is my opinion that the notes and transcript show that my account in the 3-15-90 declaration of my communications with Mr. Heller is accurate.

20. In the 3-15-90 declaration at para. 30 I stated that "I consider that [Kenneth] Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious." Mr. Long based his proof that I had violated the sealing order on three "Helen O'Brien letters," which were among the documents delivered to the Court by my attorneys in September 1982, hereinafter referred to as the "Armstrong documents." Mr. Long found among the documents I delivered to the organization in January 1987 pursuant to the settlement agreement photocopies of the three letters. He concluded that I had retained copies of the letters when the Armstrong documents had been delivered to the Court where they remained until the settlement. And he concluded that, because Mr. Miller had copies of the same Helen O'Brien letters, I had violated the Court's sealing orders. I first saw the three letters, I believe in 1980, in Los Angeles in the possession of Helen O'Brien, who had been a major figure in Hubbard's organization in the United States in the early 1950's. They were part of a collection of documents I arranged to purchase from Ms. O'Brien for

L. Ron Hubbard's archives. After purchasing all of the Helen O'Brien documents I copied them and provided them to Omar Garrison in 1981 for his use in the Hubbard biography project. Some of them I retrieved from Mr. Garrison in the summer of 1982 and sent to my attorneys in anticipation of their need in litigation with the organization. These were the Armstrong documents. Prior to selling her documents to the Hubbard archives Ms. O'Brien allowed a collector of Hubbardiana, Jamie Macuuchi (sp?), who had also wanted to purchase her collection, to copy them. The copies Mr. Macuuchi made were recopied and distributed to many people, including, as shown in the Long affidavits filed in Miller, supra, Mr. Newman, Mr. Caven-Attack and Mr. Miller. In 1986 I was also sent a copy of the Macuuchi/O'Brien letters, and these were included as Mr. Long states in the documents I delivered to the organization in January 1987. I believe that the facts in this matter show that I complied with the LA Superior Court's orders and any sealing order issued by any court up to the Supreme Court of the United States, and that I fulfilled my part of the settlement agreement.

21. Attached hereto as Exhibit N is a copy of a "final adverse ruling" dated July 8, 1988 from the Internal Revenue Service to The Church of Spiritual Technology denying its application for tax exempt status. At page 3 of the ruling, which cites several times to Armstrong, the IRS states:

"In support of the protest (protest conference was held in January 1987) to our initial adverse ruling, we were supplied with copies of affidavits dated December 4, 1986, from Gerald Armstrong and Laurel Sullivan. Ms. Sullivan was the person in charge of the MCCS project (the organization's Mission Corporate Category Sort-out, the purpose of which was to devise a new organizational structure to conceal L. Ron Hubbard's continued control). The affidavits state that the new church management

'seems to have returned to the basic and lawful policies and procedures as laid out by the founder of the religion, L. Ron Hubbard.' The affidavits conclude as follows: 'Because of the foregoing, I no longer have any conflict with the Church of Scientology or individual members affiliated with the Church. Accordingly I have executed a mutual release agreement with the Church of Scientology and sign this affidavit in order to signify that I have no quarrel with the Church of Scientology or any of its members.'

Fortunately the IRS did not give much weight to the affidavits, which had been used by one of the organization's spinoff corporations (COST) in immediate violation of the promise of Mr. Flynn that they would not be so used (para. 10 supra), stating at page 4 of its ruling that "[t]he fact that Mr. Armstrong and Ms. Sullivan elected to settle their personal differences with Scientology does not detract from the relevance of the statements they previously made concerning Mr. Hubbard's use of Scientology organizations to serve his private interest."

22. During the April 24 and 25, 1990 deposition in Corydon I was shown and authenticated several documents, copies of three of which, all declarations filed in Armstrong, are attached hereto as Exhibits O, P and Q. The declarations and their exhibits deal mainly with three major organization subjects: a. the use by the organization of supposedly confidential statements made by individuals undergoing organization therapy (auditing) against the individuals; b. obstruction of justice; c. "fair game", pursuant to which the auditing confidentiality violations and the obstruction of justice are carried out. Fair game is the name given by L. Ron Hubbard to his philosophy of opportunistic hatred directed at anyone he didn't like. Over his entire adult life he used hatred and acts which flow from hatred (lying, cheating, stealing, compromising, entrapping, obstructing,

bullying, blackmailing, destroying) as the solution to his problems -- with doctors, psychologists, government agencies, the courts, critics, his family and innocent individuals. The people who have replaced Mr. Hubbard since his retirement from active management employ the same philosophy of opportunistic hatred in dealing with the problems they inherited from him and those they created newly as they employed his fair game solution. I have been the target of Hubbardian fair game for many years and have a deep understanding of the philosophy and acts which flow from it. In truth I do not represent the slightest threat to the organization. I do, however, represent a threat to fair game by being willing to be its target. The organization will exist long after fair game is renounced and gone. The organization as a hate group cannot last because fair game is such a silly and ineffective philosophy. Fair play is a better deal.

23. Exhibit O is a declaration I executed on October 11, 1986 to show that the organization had violated the LA Superior Court's orders in Armstrong to produce the files its intelligence bureau maintained on me. The declaration details years of fair game operations directed at me and the organization's obstruction of legitimate discovery concerning the operations.

24. Exhibit P is a declaration I executed on November 1, 1986 and filed in support of an opposition to the organization's motion for summary adjudication. The declaration lays out my knowledge from 1969 through 1986 of the fraud of promised sanctity of information divulged in auditing and the actual use made of this information pursuant to fair game.

25. Exhibit Q is a declaration I executed on November 18, 1986 and filed in support of an opposition to the organization's motion to continue the trial of my cross-complaint which was then set for January 19, 1987. The declaration, which is the last I prepared prior to the December 1986

settlement, deals with the organization's obstruction of justice, acts of opportunistic hatred, and the alteration of my life by its acts.

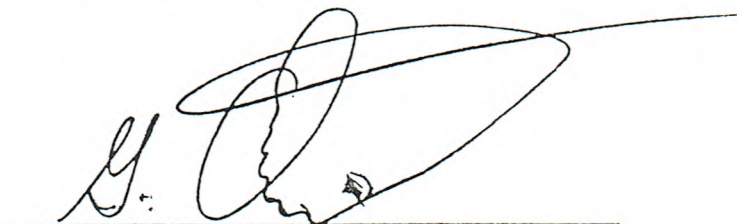
26. The Armstrong court file contains overwhelming proof that L. Ron Hubbard lied about his past, his status, his credentials, his health, his philosophy, the efficacy of his therapy, and his intent. The file contains overwhelming proof of fair game in action through this year, of the violations of auditing sanctity at least through 1986, and of organized obstruction of justice on a massive scale to this date. It contains the story of an individual of no particular power or position who spoke out against the lies and against fair game. It is a story of intelligence operations, black propaganda, threats, acts of violence, spiritual and psychological perversions, and bad apples from the lawyer barrel. It contains a picture of what may happen to anyone of no particular power or position who dares to speak out against lies and fair game. The contents of the file are relevant to anyone who was drawn into the organization, either as a client or as a staff member, by any representation made by the organization. The contents of the file are relevant to anyone who has ever undergone auditing (and everyone in the organization does) and to anyone who is considering becoming involved with the organization. The contents are relevant to anyone involved in litigation with the organization or seeking to correct the organization's abuses. The file is relevant to the media, sociologists, psychologists, courts, law enforcement, and legislatures.

27. The organization was given a period of years following the settlement to clean up its act. The other settling litigants and I honored our agreements, removing ourselves as threats and allowing the organization the opportunity to change its combative attitude and behavior (see para 9, supra). It did not use its opportunity for anything but opportunism. Since

the settlement it has itself flagrantly violated court sealing orders, its lawyers have threatened me with lawsuits, it has continued its black propaganda attack on me, it has filed false affidavits about me, and it has used my good will to obstruct justice in countless courts. It is my opinion that full disclosure, including the unsealing of the Armstrong file and the publication of this and my other declarations, will not harm the organization in the least. It is my opinion that full disclosure will relieve the organization of the burden of concealing its fair game philosophy and its past, and relieve it of its unfounded fear of what disclosure might portend. And disclosure will eliminate possible further fair game acts to prevent disclosure. It is my opinion that there need not be hostility to achieve peace.

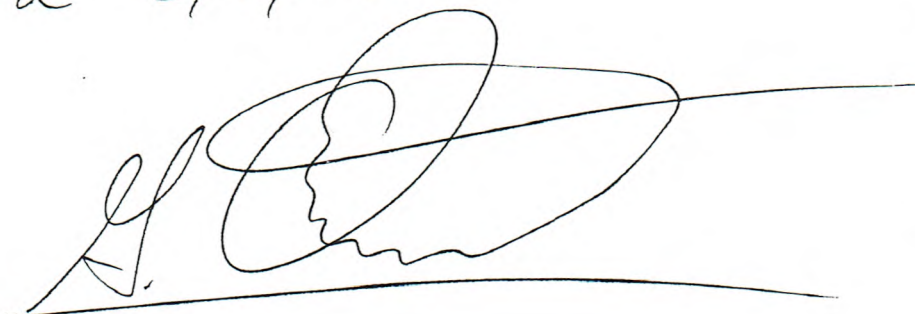
I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of December, 1990, at Sleepy Hollow, California.

A handwritten signature in black ink, appearing to be 'G. Armstrong', written over a horizontal line.

Gerald Armstrong

Reexecuted 2/6/96

A handwritten signature in black ink, appearing to be 'G. Armstrong', written over a horizontal line.

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415)456-8450
5 In Propria Persona

ORIGINAL FILED

FEB -6 1996

KEENAN G. CASADY, Clerk
U.S. BANKRUPTCY COURT-SANTA ROSA

6 UNITED STATES BANKRUPTCY COURT
7
8 NORTHERN DISTRICT OF CALIFORNIA

9 In re) Case No. 95-10911 aj
10) Chapter 7
11 GERALD ARMSTRONG,)
12 Debtor) Adv. No. 95-1164
13) GERALD ARMSTRONG'S
14) TRIAL DECLARATION
15) No. 4
16 CHURCH OF SCIENTOLOGY)
17 INTERNATIONAL, a California non-)
18 profit religious corporation,)
19 Plaintiff,)
20 v.)
21 GERALD ARMSTRONG,)
22 Defendant.)

Trial Date: 2/13/96

23 I DECLARE

24 I, Gerald Armstrong, declare:

25 1. I am a defendant in the case of Church of Scientology
26 International v. Gerald Armstrong, Michael Walton and The Gerald
27 Armstrong Corporation, Marin Superior Court case no. 157680,
28 filed July 23, 1993, hereinafter "Armstrong IV." I am making
this declaration for all purposes, including the disposing of the
Armstrong IV complaint, which, for literary purposes, is appended
hereto as Exhibit A.

2. I am a defendant in the case of Church of Scientology
International v. Gerald Armstrong and The Gerald Armstrong

1 Corporation, Los Angeles Superior Court case no. BC 084642,
2 hereinafter "Armstrong III," filed July 8, 1993. I am a
3 defendant and cross-complainant in the case of Church of
4 Scientology International v. Gerald Armstrong and The Gerald
5 Armstrong Corporation, Los Angeles Superior Court, filed February
6 4, 1992, in Marin Superior Court as case no. 152229, and
7 transferred March 20, 1992 to Los Angeles Superior Court and
8 given case no. BC 052395, hereinafter "Armstrong II." I am the
9 defendant and cross-complainant in the case of Church of
10 Scientology of California and Mary Sue Hubbard v. Gerald
11 Armstrong, Los Angeles Superior Court case no. C 420153,
12 hereinafter "Armstrong I," filed August 2, 1982.

13 3. I am a writer, artist and philosopher. I am the
14 founder of and present majority shareholder in The Gerald
15 Armstrong Corporation, hereinafter "TGAC," also named as a
16 defendant in II, III and IV. I am the sole office support of
17 attorney Ford Greene in San Anselmo, California. Mr. Greene
18 represents me in Armstrong IV, and, along with attorney Paul
19 Morantz of Pacific Palisades, California, in I, II and III.

20 4. I was involved inside the Scientology organization,
21 hereinafter the "organization," from 1969 through 1981 and held
22 many staff positions in the Sea Org, Scientology's elite
23 quasiparamilitary core. I gained a knowledge of organization
24 policies and operations, worked closely for period with its
25 founder and leader L. Ron Hubbard, and during my last two years
26 inside did the research for a biography to be written about the
27 man. I have detailed my organization experiences in many
28 declarations and have testified in organization litigation in
depositions and at trials approximately 55 days in some 20

1 lawsuits from 1982 through 1993.

2 5. On June 20, 1984, following a lengthy bench trial in
3 Armstrong I, LA Superior Court Judge Paul G. Breckenridge, Jr.
4 issued a memorandum of intended decision, a copy of which is
5 appended hereto as Exhibit B. Finding in my favor, he wrote,
6 inter alia:

7 "In addition to violating and abusing its own members
8 civil rights, the organization over the years with its
9 "Fair Game" doctrine has harassed and abused those
10 persons not in the [organization] whom it perceives as
11 enemies. The organization clearly is schizophrenic and
12 paranoid, and this bizarre combination seems to be a
13 reflection of its founder LRH. The evidence portrays a
14 man who has been virtually a pathological liar when it
15 comes to his history, background and achievements. The
16 writings and documents in evidence additionally reflect
17 his egoism, greed, avarice, lust for power, and
18 vindictiveness and aggressiveness against persons
19 perceived by him to be disloyal or hostile." (Ex. B, at
20 p. 8, l. 18)

21 On July 20, 1984 Judge Breckenridge ordered that his intended
22 decision be deemed his statement of decision, and on August 10,
23 1984 entered it as judgment. The organization appealed.

24 6. On July 29, 1991 the California Court of Appeal, Second
25 District, Division 3 issued its opinion, a copy of which is
26 appended hereto as Exhibit C, affirming the Breckenridge
27 decision. The Court of Appeal stated, inter alia, that the
28 organization's "suppressive person declares" had "subjected
Armstrong to the 'Fair Game Doctrine' of the [organization] which

1 permits a suppressive person to be 'tricked, sued or lied to or
2 destroyed...[or] deprived of property or injured by any means by
3 any Scientologist....'" (Ex. C, Church of Scientology v.
4 Armstrong, 283 Cal. Rptr. 917, at p. 920)

5 7. The Armstrong I cross-complaint, which, on the
6 organization's motion had been bifurcated from the underlying
7 case before the 1984 trial, settled in December, 1986. Armstrong
8 II and III are breach of contract actions for damages and
9 enforcement of the conditions of the central document in the
10 settlement entitled "Mutual Release of All Claims and Settlement
11 Agreement," hereinafter the "settlement agreement," which the
12 organization has attached as an exhibit to its Armstrong IV
13 complaint, and which is appended hereto as Exhibit D.

14 8. I am an expert in the identification of the
15 organization's fraudulent nature, practices and statements, and
16 "fair game," the organization's fundamental philosophy and
17 practice of opportunistic hatred, and I have testified as an
18 expert in these areas. Because of what I know and my willingness
19 to communicate freely to anyone who wants to hear, I am fair
20 game's target. I have been subjected to the organization's
21 cynical and dangerous legal and extralegal operations from 1982
22 to the present. I have documented dozens of instances of fair
23 game in action toward me in my earlier declarations and oral
24 testimony. See, for example, paragraphs 6 through 9 and 19 and
25 20 of my declaration of March 16, 1992, a copy of which is
26 appended hereto as Exhibit E, filed in Armstrong II in Marin
27 County in opposition to Scientology's motion for a preliminary
28 injunction. The Armstrong IV lawsuit is another instance of fair
game. It is based on the perjurious statements of organization

1 lawyer Andrew H. Wilson, it is meritless and malicious.

2 9. The central charges of the Armstrong IV complaint are .
3 that: (a) beginning in February, 1990, and continuing until the
4 present I wilfully and repeatedly violated the settlement
5 agreement; (b) fearing that the organization would seek to
6 collect the damages, which it claims to be due pursuant to the
7 settlement agreement's liquidated damages clause, I conspired
8 with Michael Walton to fraudulently convey to him in August 1990
9 my interest in the real property situated at 707 Fawn Drive in
10 Sleepy Hollow, Marin County, California, for the purpose of
11 rendering myself "judgment-proof;" (c) in 1988 I transferred my
12 material assets to TGAC at the time I embarked on a campaign to
13 harass the organization with the intention of preventing the
14 organization from collecting money from me pursuant to the
15 liquidated damages clause, and that TGAC exists solely to make me
16 judgment-proof; (d) in August, 1990 I transferred to Michael
17 Walton cash and stock in TGAC with the intent to defraud the
18 organization in the collection of its damages; and (e) the
19 organization should get \$4,800,000.00 for all this fraud.

20 10. I will deal first with certain specific averments in
21 the complaint; then with certain material facts which the
22 organization and its lawyer, Mr. Wilson, were aware of before
23 filing the verified complaint, but which have been disregarded in
24 favor of fakery; and finally I will provide additional material
25 facts and documentation to fill in any gaps in the historical
26 events and their context which underlie the complaint and support
27 the ineluctable conclusion that it is frivolous, malicious and
28 should be dismissed.

11. Mr. Wilson states:

1 "Armstrong, a former Church member who sought, by both
2 litigation and covert means, to disrupt the activities
3 of his former faith, displayed through the years an
4 intense and abiding hatred for the Church, and an
5 eagerness to annoy and harass his former co-
6 religionists by spreading enmity and hatred among
7 members and former members." (p. 2, 1.4)

8 The organization, as it has been and is operated, is not a
9 church. It is neither a house of worship of God, nor a sanctuary
10 for His children. Moreover, in Hubbard's claims of scientific
11 verifiability for his prohibitive psychotherapy he insisted
12 specifically that Scientology's efficacy did not, unlike
13 religion, depend on faith. My Scientology involvement since I
14 left from inside in 1981 has been with the organization's power
15 structure; that is, the few who control all personnel,
16 communication and finance units and decisions, the organization's
17 litigation machine, intelligence and propaganda bureaus, its
18 private investigators, and all of those segments' dirty tricks.
19 My message has been that the power structure's policies and
20 actions to harass and destroy labelled enemies, its doctrine of
21 opportunistic hatred, and its spreading of enmity are not
22 religious, not effective, and have only brought the organization
23 and Hubbard inevitable ignomy. My message is that the only
24 religious act in the world is forgiveness, that Hubbard lied when
25 he defined forgiveness as "condemnation," that he miscalculated
26 madly when he attempted to program himself with the idea that all
27 men were his slaves, and then acted as if they were, and that the
28 organization could just as easily be engaged in the emancipation
of its members as their enslavement. I do not urge enmity among

1 its members and former members even toward the policies and
2 practices of defrauding and brutalizing the innocent, but do urge
3 understanding and forgiveness. That I disrupt the power
4 structure's activities - its rewriting of history, daily fraud,
5 mockery of religion, use of the law to harass, assault on our
6 justice system, abuse of the good, bullying of the weak, and
7 intimidation of those who should be the weak's defenders - I
8 admit. These antisocial activities will continue to be disrupted
9 until the organization realizes that such activities simply don't
10 work, and out of self-interest forsakes the litigation business,
11 discontinues the war on the innocent, and either becomes religion
12 or drops that immodest mantle. But the disruption flows only
13 from the organization's own antisocial actions, which rebound on
14 their manufacturer if any target stands up, doesn't duck and is
15 willing to take a few hits. I have no intelligence bureau,
16 propaganda apparatus, private investigators, litigation machine
17 and no hundreds of millions to finance them. I have no fair game
18 policy, and no underlings to implement it if I did have one. I
19 have no lawyers willing to lie for a little lucre and no
20 operatives to steal documents, frame judges, compromise jurors,
21 trick, sue or destroy invented and then targeted "enemies."
22 Scientology's power structure is a big, black pot desperately
23 seeking kettles to tarnish.

24 12. Mr. Wilson states:

25 "[the organization] sought, with the Agreement, to end
26 all of Armstrong's covert activities against it, along
27 with the litigation itself." (p. 2, l. 9)

28 I had no covert activities against the organization. It is the
organization with its army of agents, private investigators and

1 lawyer cutouts which carries on its periculuous, albeit
2 ridiculous, covert war. Hubbard patterned his espionage
3 apparatus on the system developed by Hitler's spy master,
4 Reinhard Gehlen, and the power structure has continued Hubbard's
5 dark and secret methods to this day. The organization did not
6 seek to end the litigation with me, and has not sought to end its
7 use of litigation to achieve its global antisocial goals. It
8 sought to silence me with threats and eliminate my ability to
9 defend myself by contracting away from me my own attorneys,
10 Michael Flynn of Boston, Massachusetts and Contos & Bunch of
11 Woodland Hills, California, who had represented me throughout the
12 Armstrong I litigation, so that it could keep its litigation
13 machine running, continue to obstruct justice, use the law to
14 harass, deny redress to its victims, and steamroll its
15 opposition. Hubbard and his organization had ruthlessly and
16 unremittingly attacked Mr. Flynn, my good friend and the prime
17 mover for seven years in a national effort to bring Scientology
18 to justice, suing him some fifteen times, filing false bar
19 complaints against him, infiltrating his office, stealing
20 documents, framing him with the forgery of a \$2,000,000 check,
21 libeling him internationally, and, according to Mr. Flynn,
22 attempting his assassination. The organization threatened his
23 law practice, family and life, hurt his marriage, and finally
24 forced him, in his desperation to end the threats, to sign a
25 contract with the organization to not help me should the
26 organization attack me after the contract's signing. Even its
27 own settlement agreement (Ex. D) belies the organization's claim
28 that it sought to end the Armstrong I litigation. Paragraph 4B
allows the organization, following the December, 1986 settlement,

1 to maintain the appeal from the Breckenridge decision, while
2 requiring me to obstruct justice by not opposing any future
3 appeals. Coupled with the likewise illegal contracts requiring
4 my attorneys to not represent me in any such future appeals or in
5 any action by the organization to enforce the settlement
6 agreement, the agreement's intended effect was to remove any
7 opposition to the organization's litigation juggernaut. My
8 attorneys' signing of the non-representation contracts is
9 understandable and wholly excusable when the threat of the
10 organization's attacks on them is understood.

11 13. Mr. Wilson states:

12 "the Agreement contained carefully negotiated and
13 agreed-upon confidentiality provisions and provisions
14 prohibiting Armstrong from fomenting litigation against
15 [the organization] by third parties." (Ex. A. p. 2, l.
16 12)

17 This is the big black pot feigning blindness by its layers of
18 autogenous soot. The organization is very likely the most
19 litigious entity this world has ever known. I have consistently
20 done whatever I could to unfoment its litigation; in fact I have
21 adjured it to get out of the litigation business completely, and
22 to seek solutions to its problems through peaceful means and open
23 and honest communication. So far it refuses to communicate with
24 its targets, hides behind corrupt lawyers, and rejects openness
25 and honesty in favor of luciferian litigiousity. Fomenting
26 litigation is one of the organization's principal weapons in its
27 war against its victims, its critics, the justice system and the
28 world. The declaration of U.S. District Court Judge James M.
Ideman dated June 17, 1993, a true copy of which is appended

1 hereto as Exhibit F, shows one respected jurist's insight into
2 the organization's abuse of the legal process and its fomentation
3 of litigation:

4 "[the organization's] noncompliance [with the Court's
5 orders] has consisted of evasions, misrepresentations,
6 broken promises and lies, but ultimately with refusal.
7 As part of this scheme to not comply, the [organization
8 has] undertaken a massive campaign of filing every
9 conceivable motion (and some inconceivable) [Judge
10 Ideman's parents in original] to disguise the true issue
11 in these pretrial proceedings. Apparently viewing
12 litigation as war, [the organization] by this tactic
13 [has] had the effect of massively increasing the costs
14 to the other parties, and, for a while, to the Court.
15 The appointment of the Special Master 4 years ago has
16 considerably relieved the burden to this Court. The
17 scope of [the organization's] efforts have to be seen
18 to be believed..... Yet it is almost all puffery --
19 motions without merit or substance." (Ex. F, p. 2,
20 para 4, 5; filed June 21, 1993 in Religious Technology
21 Center, Petitioner v. U.S. District Court, Respondent,
22 David Mayo, Real Party in Interest, No. 93-70281 in the
23 9th Circuit Court of Appeals)

24 14. Mr. Wilson states:

25 "In or about February, 1990, Armstrong began to take a
26 series of actions which directly violated provisions of
27 the Agreement." (Ex. A., p. 2, l. 20)

28 In the fall of 1989, at the time I received a series of threats
from organization lawyer Lawrence E. Heller, and after enduring

1 without response almost three years of post-settlement fair game,
2 I came to the conclusion that by allowing myself to be
3 intimidated by the threats I would be abetting the organization's
4 obstruction of justice, and that I had an inalienable right, and
5 arguably even a duty, regardless of whatever the settlement
6 agreement said, to not obstruct justice. My first action, and my
7 only action, in February, 1990, was to petition the California
8 Court of Appeal, Second District, Division Three for permission
9 to respond in the appeal, No. B 025920, from the 1984
10 Breckenridge decision, which the organization had been able to
11 maintain during all the intervening years. At the same time I
12 petitioned Division Four of the Second District for permission to
13 respond in another appeal, No. B 038975, that the organization
14 had taken from a 1988 Los Angeles Superior Court order granting
15 the motion of contra-organization litigant Bent Corydon to unseal
16 the Armstrong I court file , which had been sealed since the
17 December, 1986 settlement. The organization opposed both
18 petitions, Division Three granted the petition to respond in the
19 appeal from Breckenridge, and I filed a reply in Division Four to
20 the opposition in the unsealing appeal, supported by a
21 declaration dated March 15, 1990, in which I detailed many of the
22 organization's post settlement threats and attacks and stated my
23 position regarding the unenforceability of several conditions of
24 the settlement agreement. The March 15, 1990 declaration, along
25 with the exhibits thereto, except for the Breckenridge decision
26 (Ex. B to this declaration), is appended hereto as Exhibit G.
27 Since my documents were filed openly in the appeals and served on
28 all opposing counsel, the organization is fully aware of what I
did in 1990, and that I had the Court of Appeal's permission to

1 do it. Mr. Wilson's allegation that I began in February, 1990 to
2 directly violate the settlement agreement contradicts an earlier
3 allegation the organization and Mr. Wilson made in the Armstrong
4 II pleadings. In the amended complaint filed June 4, 1992, a
5 copy of which is appended hereto as Exhibit H, the organization
6 states:

7 "As soon as he finished spending the money he extracted
8 from [the organization] as the price of his signature,
9 in June, 1991, Armstrong began a systematic campaign to
10 foment litigation against [the organization] by
11 providing confidential information, copies of the
12 Agreement, declarations, and "paralegal" assistance to
13 litigants actively engaged in litigation against his
14 former adversaries." (Ex. H, p. 2, l. 27).

15 The June, 1991 date would not work well in the organization's
16 Armstrong IV fraudulent conveyance figment, so the February, 1990
17 starting date for my "violations" was fabricated. Similarly the
18 allegation would not work that as soon as I had finished spending
19 the settlement money I began whatever I did that the organization
20 calls in its various documents a "systematic campaign." I could
21 have spent the money; I could have fraudulently conveyed my
22 assets; I couldn't have done both. I did neither. Nor did I
23 begin a campaign, systematic or not, to foment litigation against
24 any of the organization's entities.

25 15. Mr. Wilson states:

26 "Fearing that [the organization] would seek to collect
27 the liquidated damages owed by his breaches, Armstrong,
28 fraudulently conveyed all of his property,
including real property located in Marin County, cash,

1 and personal property to defendants Michael Walton, the
2 Gerald Armstrong Corporation, and Does 1-100, receiving
3 no consideration in return." (Ex. A. p. 2, l. 22)

4 I have never feared the organization collecting damages of any
5 kind against me, nor even its seeking to collect damages. I do
6 have an undeniable concern that before it comes to its senses or
7 saner minds prevail in the organization the power structure will
8 have me assassinated or do something else diabolical and
9 dangerous, and this has produced in me an awareness of threat and
10 is a fact of my present psychological condition. These people
11 are quite capable of violent and criminal acts, they are armed,
12 and their head private investigator, Eugene M. Ingram, a former
13 LAPD vice sergeant, who is reported to have been busted from the
14 force for pandering and taking payoffs from drug dealers, in 1984
15 threatened to put a bullet between my eyes, and in November, 1993
16 spread the rumor in broad daylight that I have AIDS. But I have
17 never feared that the organization can win in court or ever be
18 awarded damages against me. I do not believe any court in this
19 country will order me to obstruct justice, not defend myself, nor
20 even not profit monetarily from, much less communicate about, on-
21 going, open-court lawsuits in which I have been sued for millions
22 of dollars. The organization operates in pretended blindness to
23 the way rational people view its litigiousness, its abuse of
24 process, its greed and its suppression of its members' decent
25 natures. My conveyance of 707 Fawn Drive to Michael Walton, my
26 forgiving of debts owed to me, and my giving away of cash,
27 personal effects and TGAC stock were not motivated by fear of the
28 organization perhaps suing me and conceivably, although not
 beyond improbably, being awarded monetary damages in any such

1 lawsuit. To the contrary, I believe that should any of the
2 Armstrong II, III or IV cases go to trial I will be awarded
3 attorney's fees, costs and damages, and that either the
4 organization will agree to rescind the settlement agreement's
5 unfair and unenforceable clauses or our courts will rule them
6 illegal. I had believed throughout 1990 and 1991 that it was
7 entirely likely that the organization would never sue me, even
8 after attorney Heller's threats of litigation, since it had to
9 know that it could never win in an uncompromised court, and that
10 any lawsuit it might bring against me would only bring it further
11 disgrace. I gave away my assets after a great deal of
12 contemplation, which included acceptance of the fact that
13 thereafter if I stood up against injustice I would have to stand
14 up to the organization, and for that matter any organization,
15 individual, army or nation, essentially penniless. My amended
16 answer to the Armstrong II amended complaint, a copy of which is
17 appended hereto as Exhibit I, filed and served on Mr. Wilson
18 October 8, 1992, states:

19 "Armstrong denies that he ever extracted money from the
20 ORG. Armstrong denies that in June, 1991 he had
21 finished spending his money. In August 1990 Armstrong
22 had given away all his assets for reasons unrelated to
23 the ORG, except that he evaluated that because the ORG
24 committed so much harm with its billions of dollars
25 there was no reason not to give his money away, and
26 that it was better to combat the ORG's tyranny without
27 money than not to combat it with wheelbarrow loads of
28 it. Armstrong denies that in June, 1991 he began any
campaign, provided any confidential information to

1 anyone, copies of any agreement, declarations, and
2 paralegal assistance to any litigants." (Ex. I. p. 3,
3 para. 3, l. 23)

4 I believe that in exchange for my willingness to renounce what
5 were my worldly assets in August, 1990, I have received
6 consideration far beyond what I imagined at the time. I could
7 not and did not attempt to predict in August, 1990 what would
8 happen in the years that have followed. I proceeded with the
9 faith that our Creator was the Source of the idea of renunciation
10 and that I could trust Him to guide me and care for all my needs.
11 The subsequent years have shown me that my willingness flowed
12 from His grace and that my trust was exceedingly well placed.

13 16. Mr. Wilson states:

14 "Armstrong caused his own personal assets to be
15 transferred to [TGAC] without adequate consideration in
16 order to evade payment of his legal obligations, and
17 defendant Armstrong has completely controlled,
18 dominated, managed and operated [TGAC] since its
19 incorporation for his own personal benefit." (Ex. A. p.
20 4, l. 15)

21 "Armstrong transferred his material assets to [TGAC] in
22 1988, at the time of his embarkation on the campaign of
23 harassment..., and with the intention of preventing
24 [the organization] from obtaining monetary relief from
25 Armstrong pursuant to the liquidated damages clause.
26 Hence [TGAC] exists solely so that Armstrong may be
27 "judgment proof." (Ex. A., p. 5, l. 3)

28 Again to make irrefutable facts fit his fraudulent conveyance
fiction, Mr. Wilson has, frankly, fudged. I incorporated TGAC in

1 1987 and activated it at the beginning of 1988. At that time I
2 also transferred to the corporation all my drawings and other
3 artwork, writings, rights thereto, office equipment and supplies,
4 and I provided startup capital. In exchange I received one
5 hundred percent of TGAC's stock. Mr. Wilson's conclusion that
6 one hundred percent ownership of the corporation which owned my
7 products, rights to their commercial exploitation, plus office
8 materiel was not adequate consideration for those products,
9 rights and materiel, is dissemblingly dense. His allegation that
10 I embarked in 1988 on a campaign of harassment is duplicitously
11 daft. Yet this is utterly unsurprising standard Scientological
12 operating procedure. Very simply, the organization requires its
13 members and its lawyers to lie; and should they ever decide to
14 stop lying, its members and lawyers become fair game. The only
15 thing I did in 1988 regarding the organization was to remain
16 silent in the face of its continuing post-settlement threats and
17 attacks. Mr. Wilson's assertion that TGAC exists solely to make
18 me judgment proof, if it were not being made by an officer of the
19 court under the paw of the pestiferous power structure of this
20 contumelious cult for its pernicious purposes of revenge, fair
21 game, black propaganda, attack on my friends, waste of everyone's
22 time, and my psychological and economic destruction, would just
23 be faintly funniferous flapdoodle.

24 17. Mr. Wilson states:

25 "The consideration paid to Armstrong was fair,
26 reasonable and adequate." (Ex. A., p. 7, l. 1)

27 I agree that the consideration was reasonable. The organization
28 paid me as recompense for its fraud and abuse over the more than
twelve years I devoted to L. Ron Hubbard and for the five years

1 of fair game harassment after I left. It settled with me out of
2 court in December, 1986 rather than face the trial of my
3 Armstrong I cross-complaint, then set for March, 1987. It again
4 defrauded me at the time of the settlement because it
5 represented, through my attorney Michael Flynn, that it was
6 discontinuing fair game and getting out of the litigation
7 business. It did not pay me, nor did it even offer to pay me, to
8 be fair game's willing victim and a tool the rest of my life in
9 its abuse of our justice system and suppression of our brothers.

10 18. Mr. Wilson is aware of the truth behind his untruthful
11 statements in the Armstrong IV complaint, but has chosen, in
12 order to forward his client's malicious intentions, to ignore
13 that truth. He is aware, as shown in paragraph 14 above, since
14 he is an attorney of record in the case, that in the Armstrong II
15 complaint the organization has claimed that in June, 1991 I began
16 what it calls "a systematic campaign to foment litigation." Mr.
17 Wilson, as shown in paragraph 15 above, is also aware that I
18 stated in my answer in Armstrong II that I had given away my
19 assets in August, 1990, for reasons unrelated to the
20 organization. These reasons are in truth irrelevant to any of
21 the organization's claims in any of the Armstrong cases, but
22 incredibly have been made relevant by Mr. Wilson due to his
23 dishonest insistence, in order to justify his further harassment
24 of me with the filing of Armstrong IV, that my renunciation was
25 the product of some conspiracy to defraud the organization that
26 pays him to attack me.

27 19. In my deposition in Armstrong II taken on July 22, 1992
28 by Mr. Wilson, pages 266 through 270 from the transcript of which
are appended hereto as Exhibit J, the following exchanges

1 occurred:

2 (For clarity I have integrated into the quoted sections
3 the corrections I made in the deposition transcripts in
4 my review of my testimony pursuant to the California
5 Code of Civil Procedure)

6 "Q. (Mr. Wilson) How about this, why don't you just
7 tell me, tell me the business of the Gerald Armstrong
8 Corporation is.

9 A. (Me) The Gerald Armstrong Corporation possesses a
10 number of Gerald Armstrong's artistic and literary
11 works, possesses rights to a number of his inventions
12 and rights to certain formulas, and is in the business
13 of bringing peace and exploiting its assets for
14 commercial and peaceful purposes.

15 Q. Okay. What does it do to exploit its assets for
16 commercial purposes? Make anything, sell anything?

17 A. It sells things and it makes things.

18 Q. What does it make.

19 A. It makes sculptures, cards, works of art, literary
20 works, campaigns.

21 Q. What campaigns does it make?

22 A. It is a contributor and possessor of certain rights
23 within the group known as the Runners Against Trash and
24 the same within the organization known as the
25 Organization of United Renunciants.

26 Q. What is the Organization of United Renunciants?

27 A. It is an organization dedicated to the preservation
28 of the world through peaceful means.

Q. What have the people in the organization renounced,

1 if anything?

2 A. The people in the organization renounce money.

3 Q. Does that mean they give away their money?

4 A. They can if they want.

5 Q. Did you give away the money that the Church paid you
6 in settlement?

7 A. Well, I'm, that's not a very well worded question,
8 because I gave away all my assets including my money.

9 Q. When?

10 A. When? August 1990.

11 Q. Who did you give it to?

12 A. A number of people.

13 Q. Can you tell me who they are?

14 A. No.

15 Q. Did you give any of it to Michael Walton?

16 A. Yes.

17 Q. Why did you give it away?

18 A. Because I considered that I was guided to do so.

19 Q. By whom?

20 A. The Source of all that is.

21 Q. Who is that?

22 A. God.

23 Q. Now when God guided you to give away all your
24 assets, did [H]e guide you to give them to particular
25 people or did you make that decision?

26 A. I believe that I was guided each step of the way.

27 Q. Okay. When you say you gave it away, I take it you
28 didn't receive anything in return in terms of monetary
compensation?

1 A. Right.

2 Q. Can you tell me why you decided to give some of it
3 to Michael Walton?

4 A. Because it was logical.

5 Q. Why?

6 A. And because I was so guided.

7 Q. Can you tell me what about it was logical?

8 A. I guess initially it's logical because he was a
9 friend of mine in close proximity to me, and I believed
10 that he had a need at that time." (Ex. J. p. 266, l. 12
11 - p. 269, l. 3)

12 20. In my deposition in Armstrong II taken on October 8,
13 1992 by Scientologist lawyer Laurie J. Bartilson, Mr. Wilson's
14 co-counsel in II, III and IV, pages 459 through 475 from the
15 transcript of which are appended hereto as Exhibit K, the
16 following exchanges occurred:

17 "Q. (Ms. Bartilson) And if I ask you how much of the
18 proceeds were still remaining in your pocket at some
19 period later when you gave away all of your assets on
20 the instruction of God, you won't tell me that either,
21 correct?

22 A. (Me) Correct." (Ex. K. p. 460, l. 25 - p. 461, l. 4)

23 "Q. Does the Gerald Armstrong Corporation have any
24 material assets?

25 A. Yes.

26 Q. Generally what are those assets, categories of
27 things?

28

A. It owns original artwork and it has rights, inasmuch

1 as such are assertable, in certain inventions and
2 formulas." (Ex. K. p. 463, l. 12 - l. 24)

3 "Q. What is its (TGAC's) function?

4 A. It cares for, archives, promotes and exploits the
5 works of Gerald Armstrong, and it is a vehicle for
6 peace." (Ex. K. p. 469, l. 19 - l. 22)

7 21. In my deposition in Armstrong II taken on March 10,
8 1993 by Ms. Bartilson, pages 555 through 557 from the transcript
9 of which are appended hereto as Exhibit L, the following exchange
10 occurred:

11 "Q. Did you transfer that large body of work to The
12 Gerald Armstrong Corporation in August of 1990?

13 A. No. The Gerald Armstrong Corporation already owned
14 those things.

15 Q. So was it The Gerald Armstrong Corporation
16 transferring it away or the right to it away?

17 A. The Gerald Armstrong Corporation owned a number of
18 things. I gave away the corporation. The corporation
19 possessed a number of assets.

20 Q. So at the beginning -- at the end of the transaction
21 the corporation still owned the assets, but different
22 people owned The Gerald Armstrong Corporation?

23 A. Correct.

24 Q. You are still a part-owner President of The Gerald
25 Armstrong Corporation, are you not?

26 A. I am now.

27 Q. But you were not in August of 1990?

28 A. Correct.

Q. You have since reacquired it?

1 A. Correct.

2 Q. How much of the stock do you presently own in The
3 Gerald Armstrong Corporation?

4 A. Eighty." (Ex. L, p. 556, l. 14 - p. 557, l. 11)

5 22. In the deposition of Michael Walton in Armstrong II
6 taken on February 23, 1993 by Mr. Wilson, pages 39 through 42
7 from the transcript of which are appended hereto as Exhibit M,
8 the following exchanges occurred:

9 "Q. (Mr. Wilson) And he's never transferred any
10 property to you?

11 A. (Mr. Walton) Yes, he has.

12 Q. What has he transferred to you?

13 A. He transferred his interest in Fawn Drive to me.

14 Q. And what consideration did you pay him for that?

15 A. None.

16 Q. It was a gift?

17 A. Yes.

18 Q. And when did that occur?

19 A. I think it was around the time of the Desert Storm.
20 I don't -- I really don't -- I'm not quite sure. I can
21 tell you it was -- it was approximately a year before
22 the -- No, I can't tell you that either. I'm really
23 not sure.

24 Q. Do you know why he transferred it to you?

25 A. I know what he told me.

26 Q. What did he tell you?

27 A. I'm trying to remember it. Let me think about it
28 and see if I can remember under what circumstances. I
don't believe this has any relation to any

1 representation. [G]erry told me that he'd had a vision
2 from God.

3 Q. That's it?

4 A. That's the reason. That's when he divested of all
5 the property that I know of." (Ex. M. p. 39, l. 9 - p.
6 40, l. 13)

7 23. On four days from the fall of 1991 through the
8 spring of 1992 organization Scientologist attorney Kendrick
9 Moxon, of Bowles and Moxon, attorneys of record in Armstrong I,
10 II, III and IV took my deposition in Religious Technology Center,
11 Church of Scientology International and Church of Scientology of
12 California v. Joseph A. Yanny, Los Angeles Superior Court case
13 no. BC 033035, known in the Scientology litigation arena as Yanny
14 II. This case involved the organization's claim that Mr. Yanny,
15 formerly one of its lawyers, was representing me in litigation
16 against the organization. The claim was spurious, invented as a
17 way to attack Mr. Yanny and me, and the case was dismissed by the
18 Court before trial. The organization appealed and on January 11,
19 1994 the California Court of Appeal, Second Appellate District,
20 Division Three affirmed the judgment of dismissal (B068261).
21 During my deposition of March 17, 1992, pages 449 through 462
22 from the transcript of which are appended hereto as Exhibit N,
23 the following exchanges occurred:

24 "Q. (Mr. Moxon) Did Yanny ever give you any money? Has
25 he ever given you any money.

26

27 A. (Me) Mr. Yanny has bought some meals for me, Mr.
28 Yanny has paid for parking. He has not given me any
money other than that.

1 THE REFEREE (Honorable Thomas T. Johnson): And you
2 stayed in his house?

3 A. Right

4 Q. Didn't he pay for you to come down to Los Angeles?

5 A. What that became was Mr. Yanny's purchase of stock
6 in the Gerald Armstrong Corporation.

7 Q. Who owns the Gerald Armstrong Corporation?

8

9 A. The Gerald Armstrong Corporation is owned by
10 stockholders, and I decline to divulge who all the
11 stockholders are.

12

13 THE REFEREE: The testimony is that there is a
14 corporation. I take it there have been questions in
15 the past about the purpose of the corporation. There
16 is testimony that there are shareholders. More than
17 one shareholder I take it?

18 A. Yes, your Honor.

19 THE REFEREE: And that Mr. Yanny is a shareholder. Is
20 Mr. Yanny a majority shareholder.

21 A. No.

22 THE REFEREE: Without saying who the shareholders are,
23 how many shareholders are there?

24 A. I believe 12.

25 THE REFEREE: Are you a shareholder?

26 A. No, I'm not.

27 THE REFEREE: I'll sustain the objections to any further
28 questions on this shareholdings. Is the corporation
registered with the state of California?

1 A. Yes, your Honor.

2 THE REFEREE: How old is the corporation?

3 A. 1987.

4 THE REFEREE: Let's go on to something else.

5

6 Q. How much money did Yanny give you for stock in the

7 Gerald Armstrong Corporation?

8

9 A. \$1,000.

10 Q. When did he give it to you?

11 A. My recollection is July and August or September,

12 1991.

13

14 Q. How many shares did that give Mr. Yanny?

15 A. One.

16 Q. One share?

17 A. One.

18 Q. Do the shares have any specific value?

19 A. \$1,000.

20 Q. Did anybody else give you \$1,000 to but a share?

21 A. Yes.

22

23 THE REFEREE: What's the purpose of the inquiry?

24 MR. MOXON: The purpose is that I believe, and I would

25 like to explore, whether or not money has been acquired

26 by Mr. Armstrong through some improper means through a

27 sham corporation that was established for the purpose

28 of paying him off for his work in relation to the

situation we're involved in, and potentially for his

1 testimony.

2

3 THE REFEREE: Let me suggest another question. You can
4 certainly ask him whether a share of stock was issued
5 for the payments.

6 Q. Was a share of stock issued to Mr. Yanny?

7 A. It has his name on it. It has not been delivered to
8 him yet.

9 Q. Why not?

10 I have not finished the artwork.

11 Q. Are you drawing the share?

12 A. No, the share is a printed share. Each share which
13 I issue has artwork on it. And I have not had the
14 opportunity and I have not ... been in a place to
15 perform that artwork.

16

17 Q. How many shares of stock does this corporation
18 possess?

19 A. One hundred.

20 Q. What does Yanny get in exchange for his share of
21 stock.

22 A. One percent ownership in the corporation.

23

24 THE REFEREE: What the purpose of the corporation?

25 Somebody went to the state and got permission to have a
26 corporation. What's the purpose of the corporation?

27 A. The corporation provides philosophic services. The
28 corporation owns all my literary and artistic works.
It is my expectation that the corporation will become

1 profitable and [] those people who have had the
2 courage or wisdom to invest in the corporation, as a
3 result of the profitability of the corporation,
4 wealthy."

5 24. The idea of giving away my house, TGAC stock and other
6 assets, and forgiving all debts owed me, came to me in August,
7 1990. This idea, which I consider Divinely inspired, came, I
8 believe, in answer to my prayer during that period requesting
9 guidance concerning humanity's condition, and specifically the
10 then developing Middle East crisis following Iraq's August 2,
11 1990 invasion of Kuwait. I was moved by media reports of the
12 invasion, the global tension, and the daily events of Desert
13 Shield, and I sought to know what, if anything, God wanted me to
14 do. The idea of renunciation of worldly wealth, although coming
15 at that time as a surprise, and unclear as to the details for its
16 accomplishment, was not altogether illogical because I had long
17 recognized that money, greed and power motivated much of the
18 madness that made human beings war against each other.

19 25. Renunciation first entered my consciousness when I was
20 quite young, probably less than ten years old, during a period I
21 attended Sunday School or Sunday services at the Anglican Church
22 in Chilliwack, British Columbia, Canada where I was born and
23 raised. An essential message of the Christian Gospel, which I
24 learned during that period of my life, is the storing up of
25 treasure, not in the world where it can be stolen, lost or
26 destroyed, but in Heaven where it is kept safe eternally. My
27 earliest recollection of a specific teaching on the subject, and
28 one which has stayed with me throughout my life, is the story of
 the rich young man, reported in Matthew, Mark and Luke. The King

1 James Bible, Chapter 19 of the Gospel According to St. Matthew, a
2 copy of which is appended hereto as Exhibit O, contains the
3 following passage:

4 "And, behold, one came and said unto [Jesus], Good
5 Master, what good thing shall I do, that I may have
6 eternal life?

7 And he said unto him, Why callest thou me good?
8 there is none good but one, that is, God: but if thou
9 wilt enter into life, keep the commandments.

10 He saith unto him, Which? Jesus said, Thou shalt
11 do no murder, Thou shalt not commit adultery, Thou
12 shalt not steal, Thou shalt not bear false witness,

13 Honour thy father and thy mother: and, Thou shalt
14 love thy neighbour as thyself.

15 The young man saith unto him, All these things
16 have I kept from my youth up: what lack I yet?

17 Jesus said unto him, If thou wilt be perfect, go
18 and sell that thou hast, and give to the poor, and thou
19 shalt have treasure in heaven: and come and follow me.

20 But when the young man heard that saying, he went
21 away sorrowful: for he had great possessions.

22 Then said Jesus unto his disciples, Verily I say
23 unto you, That a rich man shall hardly enter into the
24 kingdom of heaven.

25 And again I say unto you, It is easier for a camel
26 to go through the eye of a needle, than for a rich man
27 to enter into the kingdom of God.

28 When his disciples heard it they were exceedingly
amazed, saying, Who then can be saved?'

1 But Jesus beheld them, and said, unto them, With
2 men this is impossible; but with God all things are
3 possible.

4 Then answered Peter and said unto him, Behold, we
5 have forsaken all, and followed thee; what shall we
6 have therefore?

7 And Jesus said unto them, Verily I say unto you,
8 That ye which have followed me, in the regeneration
9 when the Son of man shall sit in the throne of his
10 glory, ye also shall sit upon twelve thrones, judging
11 the twelve tribes of Israel.

12 And every one that hath forsaken houses, or
13 brethren, or sisters, or father, or mother, or wife, or
14 children, or lands, for my name's sake shall receive an
15 hundredfold, and shall inherit everlasting life.

16 But many that are first shall be last; and the
17 last shall be first." Ex. O, Matthew, 19, 16 - 30.

18 It was not until some time in 1983, more than a year after
19 leaving the organization that I began to understand the wisdom of
20 these words, and only in August, 1990 that I was led to follow
21 them.

22 26. During my years inside the Scientology organization I
23 was subjected to L. Ron Hubbard's very different philosophy and
24 practices concerning treasure, value and his brand of ethics. In
25 the few times he mentions God in his writings, Hubbard attempted
26 to mock Him, and he ridiculed the thought of Heaven. In his
27 "upper level" secret directives Hubbard wrote that Christ is an
28 implant, a Scientology term meaning a fixed idea electronically
installed by force and pain to control and suppress its human

1 victim. In exchange for money paid for his pricey psychotherapy
2 Hubbard promised the worldly treasures of increased IQ, better
3 communication skills, power, physical health, and the ability to
4 make even more money. Unable to deliver on these secular
5 promises, however, Hubbard and his organization, in response to
6 the thousands of people who have been defrauded and requested
7 refunds pursuant to his "money-back guarantees," have employed an
8 army of lawyers to con our courts with the idea that these
9 representations are "religious" and the ill-gotten and often
10 extorted payments "donations." Hubbard stated as his
11 organization's financial "Governing Policy," MAKE MONEY.... MAKE
12 MONEY. MAKE MORE MONEY. MAKE OTHER PEOPLE PRODUCE SO AS TO MAKE
13 MONEY. The United States Tax Court thought this policy so
14 noteworthy it quoted it in its official reports in Church of
15 Scientology of California v. Commissioner of Internal Revenue, 83
16 TC 381 (1984) at 422. Hubbard and his organization justified
17 their uncharitable policies and nature with a concept he called
18 "rewarding downstats," which meant that the unable, infirm and
19 poor should not be helped because helping such persons only
20 rewarded them for being unable, infirm or poor. A related
21 Hubbardian "truth" which permeated the organization was that
22 people "pull in" the bad things which happen to them; that is,
23 they bring upon themselves, or deserve, their difficulties or
24 tragedies. This concept is used not only to excuse Hubbard and
25 his organization's disregard for human suffering in all its
26 forms, but to extol the suffering they have heaped on their
27 "enemies." The attack on, for example, writer Paulette Cooper to
28 ruin the woman (the organization's intelligence bureau under
Hubbard's direction, in a scheme called "Operation Freakout,"

1 which had as its stated purpose to either get her imprisoned or
2 driven insane, obtained through trickery her fingerprints on
3 sheets of paper which were then used to send "anonymous" bomb
4 threats to political figures) was right, "pro-survival" and
5 ethical, because Ms. Cooper pulled it in. While this idea
6 supports the Scientological group psyche in its organization, and
7 in the entity it presents as plaintiff and defendant in our
8 courts, its policy, philosophy and psychology do not allow the
9 application of the same idea to L. Ron Hubbard or to the power
10 structure that replaced him after his death in January, 1986. It
11 is forbidden inside the organization even to think a critical
12 thought about Hubbard or Scientology, and grounds to be declared
13 "fair game" to expound either the idea that perhaps he may have
14 done something to pull in some of the names he's been called;
15 e.g., bigamist, bully, charlatan, cheat, liar, megalomaniac,
16 swindler, wife beater; or that just maybe some of the persons the
17 organization attacks do not deserve it. This double and twisted
18 standard that Hubbard implanted in the Scientological mind keeps
19 the organization's employees and customers ignorant of wisdom and
20 blind to the madness of their actions, words and appearance. But
21 reasonable and rational non-Scientists are not blind to these
22 things, as shown herein in the Breckenridge decision (Ex. B) and
23 the Ideman declaration (Ex. F). Hubbard was shrewd enough to
24 understand that even to the brainwashed a persona of "egoism,
25 greed [and] avarice" (Ex. B, p.9, 1.2) would trigger rejection;
26 thus in public and in the legal arena he applauded his generosity
27 and flatly denied the suggestion of inurement, In a public
28 relations piece that went to every Scientologist in the world,
and to any non-Scientologist who wanted one and many who didn't,

1 he wrote that for all his work in saving mankind he was paid less
2 than an average organization staff member. I was an average
3 staff member during this assertion's international dissemination
4 and I was paid between \$4.30 and \$17.20 per week. Hubbard paid
5 himself untold millions. He had complete control of the
6 organization and all organization bank accounts, and concocted
7 amazing schemes for international money laundering; all while
8 having his organization's personnel swear in civil litigation,
9 criminal cases and official investigations that he had resigned
10 as Scientology's director in 1966 and from that date had played
11 no part in the organization's management. In keeping with his
12 secret affirmations that "all men are my slaves," and "I have the
13 right to use men's minds as I please," by which he programmed
14 himself in the early days of his "development" of Dianetics and
15 Scientology, he kept his workers impoverished while he ripped off
16 millions illegally from the "charitable" corporations in which
17 they labored. The new power structure has embarked on a glossy
18 PR campaign in which it laments that all Scientology services
19 aren't free and that it needs to charge what it does to "help
20 create a safe and pleasant environment for everyone." A more
21 accurate statement of the organization's fiscal philosophy is the
22 article in the May 6, 1991 Time magazine, on the cover of which
23 over an erupting octopodous monstrosity is blazoned "Scientology
24 - Cult of Greed." I know personally a great number of people who
25 have been victimized, abused, ripped off and discarded for no
26 other reason than to satisfy the power structure's
27 avariciousness. It is my knowledge of this cult of greed and the
28 threat its leaders think I am to their shaky house of fraud that
has brought them and their attorneys to attack me so

1 relentlessly. I acknowledge that it is possible to view the
2 giving away of my possessions in 1990 as a reaction to the years
3 of inculcation with Hubbardian greed and meanspiritedness; but I
4 do not see it that way. Hubbard and his organization were never
5 able to destroy in me my God-given nature. Even inside the
6 organization, in circumstances which made charity, compassion and
7 understanding dangerous activities, Hubbard and his enforcers
8 were never able to achieve total suppression. They were not
9 successful with me, and I believe it will be ultimately shown
10 that they will not have been successful with anyone; nor is
11 suppression of anyone by any regime, state or entity entirely
12 successful. It is our God-given nature that brought every person
13 into Scientology and the Sea Org, and willing to live, work,
14 fight for a cause, and endure terrible abuse, without thought of
15 profit, bank accounts, investments or retiring. In his abuse of
16 that divine nature Hubbard proclaimed it a "high crime" to even
17 discuss retiring with one's fellow Scientologist workers. My
18 analysis is that the use of our highest nature by an individual
19 or organization for purposes not in our best interest; that is to
20 say, suppression, is not merely not religion, it is irreligion;
21 and as irreligion it should be stood up to and seen for what it
22 is. My position in the litigation is that, by justice, law, this
23 country's constitution, and God's Will, I am free to communicate
24 that analysis in all the ways it can be said and by any means and
25 media there are to say it.

26 27. I have considered myself a professional artist and
27 writer since 1984. In the fall of that year organization
28 operatives broke into the trunk of my car and stole a book
manuscript with original art I then valued at \$50,000.00. I

1 demanded my things returned to me but the organization denied
2 possessing them. I have recently been advised by former
3 organization executive Vicki Aznaran that during a time when she
4 was involved organizationally with its present leader David
5 Miscavige in operations against "enemies," he acknowledged the
6 organization's theft of my manuscript and scoffed at my work's
7 literature. Also in the fall of 1984 the "Armstrong Operation,"
8 in which the organization had used one of its covert agents, Los
9 Angeles spy story writer Dan Sherman, to get close to me to set
10 me up in a number of situations, culminated in my being
11 videotaped in conversations with two other organization agents,
12 David Kluge and Mike Rinder. At the end of 1984 I split up with
13 my wife Jocelyn, who had escaped with me from the organization in
14 December, 1981, and in early 1985 I travelled to Portland, Oregon
15 for the trial of Julie Christofferson v. Scientology, Multnomah
16 County, Oregon Circuit Court, Case No. A7704-05814. During my
17 cross-examination at the trial in April, 1985, the Armstrong
18 Operation videotapes and the fact that Sherman, Kluge and Rinder,
19 who had been presenting themselves as my friends, afraid for
20 their lives, and seeking my help to reform the organization's
21 criminal nature, were actually covert operatives intent on
22 destroying me, were "introduced" by organization lawyer, Earle
23 Cooley. In September, 1985 I moved to Boston and worked at the
24 Flynn, Joyce & Sheridan law firm until the December, 1986
25 settlement. The organization continued to run operations against
26 me during this period, I continued to write and draw, allowed God
27 to work on my mind and heart, and in 1986 founded a church.

28 28. In January, 1987 I moved to Oakland, California, and
then purchased a home in the Berkeley-Oakland hills where I lived

1 until 1989 when I purchased a new home in the same hills. During
2 this period I wrote and drew and followed what I prayed was
3 guidance. I set up and worked out of an office, on the urging of
4 Michael Walton incorporated TGAC, started running and helped
5 whomever I could. Although I knew the organization still viewed
6 me as an enemy and had attacked me in various ways after the
7 settlement I did not become substantially reinvolved with it in
8 the legal arena until the fall of 1989 and spent virtually no
9 time until then on organization-related matters. I became an
10 accredited Teacher of God during this period, and also was given
11 my first glimpse of the resolution of the economic problems
12 facing the world. This glimpse, which I wrote into an essay
13 entitled "A Crash Course in Speculation," a copy of which is
14 appended hereto as Exhibit P, was a step toward my renunciation,
15 which itself is, I believe, an incident of planetary salvation.
16 My reinvovement with Scientology is described in my declaration
17 of March 15, 1990 (Ex. G hereto), my declaration of December 25,
18 1990, a copy of which is appended hereto as Exhibit Q, and in the
19 boxes of documents filed in the four Armstrong cases. I filed
20 the December 25, 1990 declaration as an appendix to a response
21 brief in the appeal (B 038975) of the order unsealing the
22 Armstrong I court file for Bent Corydon.

23 29. I first met attorney Michael Walton in about April
24 1982, shortly after we both began working at the law firm of
25 Feldsott, Lee and Van Gemert in Newport Beach, California. We
26 became friends and stayed friends when I left southern
27 California, moved to Portland, Boston and the Berkeley-Oakland
28 hills. We spent many hours together through those years and
talked for many hours about many things, including my art,

1 writings, inventions and philosophic ideas, and we considered
2 doing various projects together involving these products or
3 ideas. Mr. Walton was familiar with my Scientology history and
4 litigation, the organization had taken his deposition in
5 Armstrong I, claiming it was needed because he was for some
6 matters my administrative senior in the Feldsott firm, and he
7 attended several days of my trial in 1984. He has represented me
8 in literary and legal matters and I have consulted with him on a
9 number of occasions since that time. Before becoming a lawyer he
10 taught English in university, he is a writer, and for a period of
11 time before the December, 1986 settlement, considered writing a
12 book himself about Hubbard.

13 30. One of the things I did with the money I was given in
14 settlement of Armstrong I was to form a partnership with Fairfax
15 architects Rushton-Chartak and San Anselmo builders Grizzly Hill
16 Construction to purchase a rare piece of property at 707 Fawn
17 Drive in the unincorporated land of Marin County and build
18 thereon a spec house, hereinafter "Fawn." I provided the initial
19 capital, the work was done and the house completed toward the end
20 of 1989. At the same time an unusual phenomenon in the
21 California half-million-or-so dollar house market occurred; it
22 dried up and crashed. For me all of a sudden it made economic
23 sense to buy Fawn myself. When that idea arose, the idea of
24 hooking up with Mr. Walton and doing some of our often-discussed
25 projects together also arose, and fairly naturally, because he
26 had been thinking about leaving the south and Fawn was a
27 reasonably big house which could sensibly contain his law office,
28 my business, our respective companions and his one-year old son.
We arrived at an arrangement which worked for both of us, I sold

1 my East Bay house, and the five of us moved into Fawn in May,
2 1990. I made the down payment for the Fawn purchase and put
3 enough cash into a joint checking account to cover a year's
4 mortgage and utilities payments. Although to a Scientologist,
5 the organization's lawyers or other similarly hard-nosed business
6 persons it can certainly be argued that I put more than my share
7 of capital into Mr. Walton's and my venture, in which it would
8 also be mainly my creations or ideas which would be commercially
9 developed, and that there is therefore something wrong,
10 suspicious or even fraudulent in so doing, to me these actions
11 rather reflect rightness and probity. I was dedicated to my work
12 being God's and to doing some creative projects with Mr. Walton,
13 I had generally had a something different from ungenerous nature,
14 and I knew, as expressed in my 1989 essay "A Crash Course in
15 Speculation," that money has no value. Renunciation has, of
16 course, greatly reduced my numismatic largess.

17 31. Within a month or so of the move into Fawn, Mr.
18 Walton's friend Jody and their son Dylan moved out, we got our
19 offices functioning and spent a lot of time getting the house and
20 yard functioning. Iran, and with my helpmeet Lorien Phippeny
21 developed into demonstrated workability a program to have the
22 world's runners clean the planet of its street litter. I joined
23 a running club and bought a mountain bike. Before the move to
24 Marin County Mr. Walton had already agreed to represent me in the
25 organization's appeal (B 025920) from the Breckenridge decision,
26 permission to respond in which I had already obtained from the
27 Court of Appeal in February, 1990, and we filed a Respondent's
28 Brief on July 9, 1990.

32. Also in February, 1990 I received an invitation from

1 the IRS to discuss my 1987 tax return. The discussion did occur,
2 the IRS issued an Information Document Request, and I responded
3 on April 24 with a book which I have given the working title
4 Auditing Gerald Armstrong. A copy of the manuscript along with
5 its supporting documents, except for those which are already
6 exhibits to this declaration, is appended hereto as Exhibit R.
7 This complete book was produced by me on March 10, 1993 in
8 attorney Wilson's office pursuant to the organization's request
9 for production in Armstrong II. He and the organization were
10 therefore aware of the following facts from the Auditing GA
11 manuscript before they filed the Armstrong IV complaint:

12 A. That I had written "A Crash Course in Speculation;"

13 B. That in July, 1987 I had offered to the captors then
14 holding several hostages in Lebanon my house, and for that matter
15 my life, without monetary consideration, and for reasons
16 unrelated to the organization;

17 C. That in the summer, 1989 edition of Common Ground I had
18 offered my philotherapeutic sessions at no cost;

19 D. That Nancy Rodes had declared under penalty of perjury
20 on November 28, 1989 that she knew me to be a religious figure
21 and had been my hagiographer since 1984; and,

22 E. That TGAC has never existed solely so that I may be
23 "judgment proof."

24 33. Even though I was aware of Jesus's admonition to his
25 disciples to not be troubled by wars and rumors of wars (Mark 13,
26 7; Luke 21,9), I was undeniably affected by the media images of
27 Desert Shield as it built into Desert Storm and the international
28 diplomatic drama that accompanied the military operations. I had
already been moved, I felt, to enter the political and

1 sociological landscapes, as I believe is shown by the letter to
2 the captors, "Crash Course" and their recipients lists. I had
3 also considered and argued in these other political matters - the
4 hostages, the economy - that something could be done about them,
5 and that what I thought could be done was, at least on paper, a
6 better idea. It was not out of the ordinary or out of character,
7 therefore, for me to consider that I could do something about
8 Desert Shield, Desert Storm or the whole blessed Middle East. It
9 was at that time that the idea came to me to give away my worldly
10 possessions and to give myself to the cause of peace. After some
11 thought, I transferred my interest in Fawn to Mr. Walton, divided
12 my one hundred percent ownership of TGAC equally between my
13 friends Nancy Rodes, Michael Douglas, Lorien and Mr. Walton, and
14 forgave all debts owed to me. I knew by this time that our
15 Source is also the source of everything, including money, and
16 that He would provide for me all that I would need to carry out
17 His work. I also was fully aware that I was engaged with the
18 organization on the legal battlefield, and although I was
19 confident of the outcome, I had no idea what would happen on the
20 road toward that day. I recognized that the organization's
21 ruling clique was motivated by the same forces of money, greed
22 and power that made men war against each other and that my
23 renunciation was spiritually directed at bringing peace for the
24 organization no less than the rest of the world. And, as I
25 stated above, I accepted the fact that should my legal battle
26 with the organization continue I would more likely than
27 conceivably litigate indeed in forma pauperis. I communicated my
28 decisions to everyone directly affected by them, took care of the
paperwork needed to make the decisions legally effective, and

1 tied up various loose ends. It became clear to me that the
2 renunciation had left me unattached and free to travel wherever I
3 was called should I be. I gave my car to Lorien, but she
4 returned it, and we took a trip together during September through
5 the western states and British Columbia to develop a sociological
6 concept that had come to me. When we returned to California
7 Lorien moved to Santa Cruz and I, not then being called to go
8 elsewhere, stayed at Fawn where I worked on some house and
9 grounds projects, continued to maintain TGAC's office, and kept
10 picking up trash. I also came up with what I thought was a good
11 plan for resolving the Middle East crisis and I communicated this
12 plan to various media and certain leaders or envoys I thought
13 were in positions to do something about it. In my letter to
14 Saddam Hussein of November 1, 1990 I offered, as I had with the
15 Lebanese captors in 1987, to exchange myself for the hostages
16 then being held in Iraq; but I did not sweeten the deal with my
17 interest in a house, as I done in the earlier offer, because I
18 had already conveyed it to Mr. Walton. Copies of this letter, my
19 November 7, 1990 letter and list of addressees to which they
20 went, my December 10, 1990 and January 10, 1991 letters are
21 appended hereto as Exhibit S.

22 34. On December 28, 1990 I filed a response brief and
23 appendix (Ex. Q hereto) in the B 038975 appeal (see paras. 14 and
24 28 above). On December 31, Mr. Walton married Solina Behbehani,
25 and she and her teenage son Sephy moved into Fawn. Oral argument
26 in the two appeals, B 025920 and B 038975, was heard on February
27 20, 1991. At some point during the months following my
28 renunciation it became clear to me that I would go in the world
wherever my help was asked for, and, as much as was sensibly

1 safe, courteous and wise, provide my help without monetary
2 remuneration. Initially only Mr. Walton asked for my help so I
3 had no reason to leave Fawn. Then Nancy Rodes asked me to help
4 her complete and clean a house she had built in the Oakland
5 hills, which I did through the spring of 1991. This worked well
6 because she was broke and I worked for free. I returned to Fawn
7 for a couple of weeks to complete a painting project I'd started
8 earlier, then travelled to British Columbia for my parents'
9 fiftieth wedding anniversary. While in B.C. I received a call
10 from Malcolm Nothling in Johannesburg, South Africa who asked for
11 my help in a lawsuit he had brought against the organization
12 which was then set for trial in August. He said he had not been
13 able to find anyone else in the world willing to testify about
14 the organization's policies and practices. Having already put
15 the organization on notice in February, 1990 that I considered
16 the restrictions of the settlement agreement unenforceable, and
17 after listening to Mr. Nothling's story, and because he asked, I
18 agreed to help him. I told him, however, that I wanted first to
19 see if his situation could be resolved peacefully without the
20 hatred and waste which seem to be the hallmarks of the
21 organization's legal confrontations. A copy of my effort, a
22 letter to attorney Eric Lieberman, who represented the
23 organization in the Armstrong I appeal and in many of its
24 appellate matters, is appended hereto as Exhibit T. Mr.
25 Lieberman sent me a letter rejecting my peace proposal, I flew to
26 Johannesburg and helped Mr. Nothling, but did not testify because
27 the organization was able to obtain a postponement of the trial.

28 35. Soon after my arrival back from Canada and just before
leaving for Johannesburg I got a call from attorney Joseph Yanny,

1 who'd become a good friend over the previous year or more, and
2 who had come into the case of Richard and Vicki Aznaran v.
3 Scientology, US District Court for the Central District of
4 California case no. CV-88-1786-JMI, after the Aznarans were
5 tricked by the organization into firing their lawyer of more than
6 two years, Ford Greene. The organization had immediately filed a
7 mountain of summary judgment and other motions. Mr. Yanny said
8 he needed my help. I travelled to Los Angeles in the few days I
9 had before I was scheduled to fly to South Africa, on July 16
10 wrote a declaration, a copy of which is appended hereto as
11 Exhibit U, concerning the effect of the 1986 "global settlement"
12 on litigants against the organization and in the legal community,
13 and generally helped out in the moral support department. Mr.
14 Yanny is a member of my church and we have talked many times over
15 the past few years on matters of the soul.

16 36. As I was leaving for South Africa I learned from Mr.
17 Yanny that the organization had sued him for allegedly inducing
18 me to breach the settlement agreement. In response to that
19 charge, between planes in New York I wrote a declaration dated
20 July 19, 1991, a copy of which is appended hereto as Exhibit V,
21 in which I stated my philosophy regarding my calling to help.

22 "But more than a desire to protect myself or right the
23 organization's unjust acts towards me, however, I
24 helped Mr. Yanny for the simple reason that he asked.
25 I will do the same for anyone....It is not only the
26 right of all men to respond to requests for help, it is
27 our essence. If I was induced, therefore, to help Mr.
28 Yanny, or anyone else, it was our Creator Who induced
me."

1 The organization's lawsuit against Mr. Yanny actually claimed
2 that he was representing me in Scientology-related litigation,
3 which was, the organization also claimed, since he had for a
4 period of time represented it in various matters, a breach of his
5 continuing duty to it. Although I had consulted Mr. Yanny
6 regarding some of my literary and artistic products and ideas, he
7 had never represented me in any litigation and I had never
8 consulted him about my organization legal battle. The
9 organization's allegation that he represented me had no basis in
10 fact and the complaint was dismissed.

11 37. While I was in South Africa the California Court of
12 Appeal on July 29, 1991 affirmed the Breckenridge decision, and I
13 learned that Judge Ideman in the US District Court had reinstated
14 Ford Greene as counsel for the Aznarans. When I arrived back in
15 the US I returned to Fawn and a day or so later dropped by Mr.
16 Greene's office, which, as Heaven would have it, is maybe two and
17 a half miles away in uptown San Anselmo. It became instantly
18 clear that Mr. Greene, in a very tangible way, as much as anyone
19 else in the world, really did need my help. He faced the Everest
20 of motions, which the organization had filed when the Aznarans
21 were lawyerless, with no time, no staff, no sleep, little
22 organization, hopelessly in debt, hounded by creditors, his own
23 car held by a creditor garage. Again I achieved near perfect
24 economic symbiosis: he had no money and I worked for free. To
25 render it a truly irrefusable deal, I had wheels. I knew my way
26 around a law office, had something of a history of document
27 assembly, could run a photocopier, stapler and hole punch, answer
28 a phone, and had an adequate command of the Canadian language. I
was blessed with an understanding of the cultic manufacturers of

1 the paper mountains that threatened to crush Mr. Greene, his
2 office, and the Aznarans along with them. And I recognized that
3 Mr. Greene, in spite of whatever had brought him to the point of
4 desperation where he truly needed my kind of help, had a really
5 good mind and heart, a unique talent, was, as I had begun to see
6 we are, guided, and with great luck and hard work might survive.
7 So I've been working with him, as his sole office support, since
8 August 15, 1991. We have both survived, worked hard, taken a few
9 hits, and Mr. Greene can now afford to pay me something and does.
10 When things were really lean some other good friends have loaned
11 me money, TGAC sold a couple of shares to still others, and
12 always money has arrived, as God would have it, in His
13 unmistakably mysterious ways. Mr. Greene has successfully
14 defended me in the four cases the organization maintains against
15 me and has helped me as I have helped him.

16 38. Immediately upon my return from South Africa I received
17 a copy of a lawsuit the organization had filed August 12, 1991
18 against seventeen named United States agents, Church of
19 Scientology International v. Xanthos, et al., US District Court
20 for the Central District of California, No. CV-91-4301 SVW(Tx).
21 Included in the complaint, a copy of which is appended hereto as
22 Exhibit W, was the allegation that:

23 "The infiltration of the Church was planned as an
24 undercover operation by the LA CID (Criminal
25 Investigation Division of the IRS) along with former
26 Church member Gerald Armstrong, who planned to seed
27 church files with forged documents which the IRS could
28 seize in a raid. The CID actually planned to assist
Armstrong in taking over the Church of Scientology

1 hierarchy which would then turn over all Church
2 documents to the IRS for their investigation." (Ex. W.
3 P. 14, l. 3)

4 Although I had seen this organization attack line in many forms
5 and venues since 1985, this 1991 charge signaled to me that the
6 organization was not about to peacefully end its legal and
7 psychological war in which I was one of its most hated enemies.
8 In recognition of that fact as well as logistical reasons I moved
9 out of Fawn and into Mr. Greene's law office at the same time as
10 I started working with him. Mr. Walton and I had already picked
11 up organization surveillance at Fawn, his stepson Sephy was very
12 troubled by the threat he perceived, everyone in the house felt
13 threatened to some degree by the organization, and I did not want
14 to bring any danger to this family, who were my dear friends and
15 completely uninvolved with my Scientology conflict.

16 39. When I began working with Mr. Greene I almost
17 immediately picked up surveillance, and very shortly thereafter
18 the organization began to attack with declarations and motions
19 filed in the Aznaran case, accusing me of violating various court
20 orders, illegal activities and acting as Mr. Yanny's covert agent
21 in Mr. Greene's office. In response to this paper onslaught, on
22 September 3, 1991 I wrote a declaration, a copy of which is
23 appended hereto as Exhibit X, which was filed by Mr. Greene in
24 Aznaran.

25 40. On October 3, 1991 the organization filed a motion in
26 Armstrong I to enforce the settlement agreement, I opposed, and
27 on December 23 at a hearing where I was represented by attorney
28 Toby Plevin, Los Angeles Superior Court Judge Bruce R. Geernaert
denied the motion. Judge Geernaert was familiar with the case,

1 having inherited it after Judge Breckenridge's retirement and
2 having unsealed the file on Bent Corydon's motion. On February
3 4, 1992 the organization filed Armstrong II in Marin County and
4 on March 20 it was transferred to Los Angeles Superior Court.
5 The organization brought a motion to enjoin me from violating the
6 settlement and on May 28, 1992 Judge Ronald M. Sohigian entered a
7 partial injunction, a copy of which is appended hereto as Exhibit
8 Y, prohibiting me from assisting litigant claimants against the
9 organization, but refusing to prohibit me from doing anything
10 else the organization might consider settlement agreement
11 violations. I filed an appeal from the Sohigian injunction,
12 Scientology v. Armstrong, No. B 069450 in the California Court of
13 Appeal, Second Appellate District, Division Four. At this date
14 the appeal has been fully briefed and is awaiting the scheduling
15 of oral argument.

16 41. In October, 1992, stirred by the imminent national
17 election, I came up with a plan for initiating the peaceful
18 transformation of the nation's, and the world's, economic system
19 through the Organization of United Renunciants, hereinafter
20 "OUR," which I had conceived of and founded some time earlier. I
21 wrote a series of short essays on the plan and the thought
22 underlying it and sent a pack of these materials to several
23 political and media persons. A copy of OUR basic pack, including
24 the list of its initial recipients, is appended hereto as Exhibit
25 Z. In one of the essays entitled "OUR Deadline" I write:

26 "George Bush's deadly deadline to Saddam Hussein gave
27 me the idea of issuing OUR deadline. The fact that it
28 was OUR deadline resulted in the Organization of United
Renunciants. Organizing renunciants made sense because

1 I had, in August 1990, as a result of understanding the
2 Persian Gulf crisis, and accepting the idea of
3 renunciation as guidance, given away all my money, real
4 estate, paper holdings and personal effects and
5 forgiven all debts owed me."

6 42. On November 11, 1992 the Marin Independent Journal
7 published an article entitled "Is money the root of problems?
8 Critic of cash, credit urges monetary abolition," a copy of which
9 is appended hereto as Exhibit AA, dealing in manifestly good
10 humor with my economic idea and OUR plan for its implementation.
11 IJ reporter Richard Polito writes:

12 "Fellow renunciants will renounce all cash and
13 credit, stop taking money, forgive all their debts and
14 stop keeping financial records.

15 The critic of credit has already put his money
16 where his doubts are. He gave it all away. And it was
17 more than pocket change.

18 Armstrong won an \$800,000 settlement in a
19 harassment suit against the Church of Scientology six
20 years ago." (Ex. AA)

21 43. Because the Nothling case was set to go to trial in
22 February, 1993, on December 22, 1992 I again wrote to the
23 organization to see if a communication from me could initiate a
24 peace process. A copy of my letter, addressed to David
25 Miscavige, the person who in every sense can order anything
26 within the organization or its corporate, financial or legal
27 affairs anywhere in the world and enforce compliance with all
28 such orders, is attached hereto as Exhibit BB. I sent copies of
the letter to an extensive list of people I thought should be

1 apprised of its content. Having been accused by the
2 organization so stridently for more than a year of "fomenting
3 litigation" against it, I made a special point and, I think, an
4 honest effort, in this letter, and in my other communications, to
5 unfoment its litigation. I include in the letter a statement of
6 an aspect of my belief, which, I believe, is central to
7 understanding the organization's conflict with me.

8 "I believe that everyone will become a person of good
9 will, that everyone already is, has been and will
10 forever be, that there is progress and perfection, hope
11 and reason, that to know who we are we must accept the
12 truth of our relationship to our Creator, that all
13 about us that we made is illusion, that we have reason
14 to be grateful that is so, that our Creator, God, our
15 Father Loves us in the same Love by which He created us
16 and holds us always safe and always loved in that Love,
17 that we, His children, are one and One with Him, that
18 the means by which He is remembered, and hence our
19 relationship, and hence who we are, and hence what we
20 know, is forgiveness, that forgiveness is the
21 recognizing of illusion for what it is, that creation
22 is our nature, and that everything is all there is."

23 (Ex. BB, p. 10)

24 The organization appears in its statements and efforts to view me
25 as competition in what it claims as its niche, which it calls
26 "applied religious philosophy," in what it apparently perceives
27 as the salvation market. Appended hereto as Exhibit CC, for
28 example is a copy of an organization directive in which I am
labelled a "squirrel," a hate word the organization uses for

1 people it considers its competition. Hence it seeks to destroy
2 my reputation and resorts to outrageous legal shenanigans to have
3 me judicially silenced. In truth, although some of what I say or
4 do could be construed as applied religious philosophy, I have
5 never used this description. I do not compete with Scientology
6 for anything, and certainly not for its paying customers. I
7 promote the philosophy that salvation is free, and the
8 organization promotes a philosophy that says that the only
9 workable means of salvation costs a certain, and generally
10 escalating, quantity of money, or, for its employees, a certain
11 number of years of labor, and that the organization possesses and
12 owns said only workable means and the only workable delivery
13 system. My philosophy is owned by everyone, and the living God
14 is its Source, as He is of everything. Scientology proclaims
15 that its deceased leader L. Ron Hubbard is salvation's source. I
16 neither sell nor use the organization's philosophy and my
17 delivery system is different in every way from the
18 organization's. If people want to pay for salvation and take
19 something not indistinguishable from a significant amount of time
20 getting saved they can go to Scientology. Those who want
21 immediate salvation without any sacrifice or cost whatsoever can
22 come to me. The organization does not even accept as customers
23 anyone who believes that salvation is available right now without
24 sacrifice, so I am in no way a competitor. The organization
25 banks on the idea that there are people who want to pay money for
26 salvation, so it promotes to that paying public. I bank on the
27 idea that we're already saved, so for Heaven's sake don't spend
28 good money on it. Since I am not looking for anyone who wants to
pay for salvation, and do not even consider that if someone feels

1 he wants to pay for it I have something to sell him, I truly am
2 not in competition with the organization. There are, admittedly,
3 probably more people who want salvation to be free than there are
4 who want to pay for it, but that is just the way Providence has
5 dealt out preferences for freedom versus cost. Also admittedly,
6 in a strictly business sense my philosophy has another undeniable
7 advantage because in this world everyone can afford the salvation
8 I offer; whereas those who can afford Scientology's road to
9 salvation, without even taking into account the desire to devote
10 the time the organization says is required, are considerably
11 fewer in number. But the organization enjoys certain advantages
12 as well because of its administrative structure and technology;
13 for example, its policy prohibiting its customers from mixing
14 practices. Once people become Scientology's customers the
15 organization will not permit any to come to me to be saved and
16 continue on its salvation program, what it calls the "bridge to
17 total freedom." In fact the persons I had saved would not even
18 be allowed to continue to hang out with their Scientologist
19 friends, and those Scientologists would be prohibited from
20 hanging out with their former friends once I've saved them.
21 Those kinds of prohibition wouldn't work well in my delivery
22 system, so anyone I save is at liberty to jump ship and take up
23 Scientology's cross, and still, as far as I and my philosophy are
24 concerned, hang out with me or anyone else in the world. This
25 does not put a great strain on me, it's true, because in my
26 system, as stated above, salvation doesn't take time, nor does it
27 have to be repeated. There is, of course, the matter of the
28 other people the organization also rejects and refuses to save
even if they could afford the program; for example, drug users,

1 the mentally ill, convicted felons, present criminals, shock
2 victims, critics, people declared suppressive persons and people
3 connected to people declared suppressive persons. Thus there may
4 be some crossovers, but it is silly of the organization to
5 complain because I save those souls it rejects. By its
6 Suppressive Person Declares in 1982 (see, Ex. C, p. 920), the
7 settlement agreement in 1986 (Ex. D), and its lawsuits to enforce
8 the agreement up to present time, the organization has sought to
9 prevent me from having access to its means of salvation and
10 delivery system. The settlement agreement required that I
11 "never again seek or obtain spiritual counselling or
12 training or any other service from any Church of
13 Scientology, Scientologist, Dianetics or Scientology
14 auditor, Scientology minister, Mission of Scientology,
15 Scientology organization or Scientology affiliated
16 organization." (Ex.D at p. 10)

17 If persons are rejected by Scientology because they had a
18 criminal conviction, took LSD, testified truthfully in
19 organization litigation, are crazy, or were, as I had been,
20 declared a suppressive person, and such persons still want
21 salvation, they can come to me. I save everyone and believe
22 there is nothing anyone can do to prevent his being saved. I
23 simply do it for free, whereas the organization charges its
24 customers to do it to them. Clearly, Scientology has its public
25 and its market and I have mine. I do not advertise to those who
26 want to pay for salvation so there is no way I can possibly
27 threaten the organization's customer pool. In fact I don't
28 advertise even to those who want salvation at no cost, but simply
trust that God will lead to me, without charge, those people I am

1 to save. If Scientology moved into my field and started saving
2 people without cost of any kind, it would conceivably have a
3 reason to view me as competition and consequently would have an
4 excuse to ruin my reputation and have me judicially restrained
5 from practicing my profession. I think that if the organization
6 really were to move into my technological field, however, it
7 would see that it's wide open and there are more than plenty of
8 customers who don't want to pay for salvation, can't, or both, to
9 go around. I tried the organization's philosophy for a
10 significant number of years, and because I am intellectually
11 sound, observant, trained in wisdom, and willing to talk and
12 testify about my observations and can form reasoned opinions
13 thereon, I am, in the litigation world, an expert therein. It
14 goes without saying that when lots of people are willing to talk
15 about their organizational observations I will cease to be
16 considered an expert. But even until that day dawns, although I
17 am an expert in what the organization sells as its means to
18 salvation, I am not in competition with it. There is no reason
19 for it to feel threatened by my beliefs or my salvatory
20 methodology, and no reason for it to vilify me or work so
21 asiduoulsy to get some court to silence me. I follow the system
22 perfected by Jesus Christ which is not even in competition with
23 nothing or no one.

24 44. On December 31, 1992 the organization filed an ex parte
25 application in Armstrong II for an order to have me held in
26 contempt of court. The application and the supporting
27 declaration of attorney Bartilson, along with the exhibits
28 thereto, except those which are already exhibits to this
declaration, are appended hereto as Exhibit DD. Exhibit G to the

1 Bartilson declaration is my December 22 letter to David Miscavige
2 (Exhibit BB hereto), and exhibit R is a copy of the November 11
3 Marin Independent Journal article (Exhibit AA hereto). Ms.
4 Bartilson also attaches to her declaration a few excerpts from my
5 depositions, correspondence from Ford Greene regarding three of
6 his clients, Tillie Good, Denise Cantin, D.O. and Ed Roberts, all
7 of whom had claims against the organization for refunds of money
8 extorted from them, the transcript of a video interview I did in
9 November, 1992, and two proofs of service I signed in the Aznaran
10 case. Ms. Bartilson charges that these things add up to six
11 violations of the Sohigian injunction and that for each of said
12 violations I should be fined and jailed. In her application,
13 citing to the Independent Journal article, Ms. Bartilson argues:

14 "The Court should exercise all of its available powers
15 to impress upon Armstrong that its orders mean what
16 they say and will be enforced, despite the
17 intransigence of an enjoined party. Indeed,
18 incarceration is an unusually viable vehicle for
19 impressing upon Armstrong the import of his
20 obligations, inasmuch as Armstrong has publicly
21 disavowed money as a meaningful commodity." (Ex. BB,
22 Memorandum p. 13)

23 Although in Armstrong II the organization used my renunciation to
24 support its effort to have me jailed, in Armstrong IV the
25 organization omits any mention of renunciation, claiming instead
26 that my giving away of my assets were fraudulent conveyances to
27 render me judgment proof, and that in fact I still owned and
28 controlled those assets, and was presumably rolling, albeit
quietly, in dough. The organization is in error in both of its

1 scenarios. My conveyances were not fraudulent, and because I may
2 have disavowed money is no reason I should be incarcerated.

3 45. Appended hereto as Exhibit EE is a copy of my
4 declaration dated February 2, 1993 and the exhibits thereto which
5 I wrote in response to Ms. Bartilson's December 31, 1992
6 declaration and application for the order to show cause re
7 contempt (Ex. DD hereto). Exhibit F to my declaration and
8 described therein at page 24 is a page from the organization's
9 November 1992 edition of its publication "Membership News," which
10 it uses to attack the Cult Awareness Network, hereinafter CAN, an
11 organization which educates the public about destructive cults
12 including Scientology and provides support to families broken
13 apart or hurt by such destructive cults. Although the article is
14 only a common, Scientologically standard, fair game, bald-faced,
15 Black PR smear of CAN and me, it again shows the organization's
16 recognition of my monetary philosophy and renunciation.

17 "Armstrong has some odd financial ideas. He is the
18 self-proclaimed founder of the "Organization of United
19 Renunciants." In November 1992, the Marin Independent
20 Journal attempted to explain Armstrong's philosophy of
21 life in an article "Is money the root of all
22 problems?" (Ex. F to Ex. EE hereto)

23 My February 2 declaration was not filed in Armstrong II because
24 Mr. Greene felt the organization's effort to have me held in
25 contempt could be defeated without my testimony. I did file a
26 declaration, a copy of which is appended hereto as Exhibit FF,
27 executed on February 11, 1993 by former organization covert
28 operative Garry Scarff. Mr. Scarff had been involved in
operations against Mr. Greene and me with the organization's head

1 private investigator, Eugene Ingram, indentified in paragraph 15
2 above.

3 46. On March 5, 1993 at a hearing on the organization's
4 contempt attempt, a copy of the transcript of which is appended
5 hereto as Exhibit GG, Los Angeles Superior Court Judge Diane
6 Wayne refused to rule because the appeal from the Sohigian
7 injunction was still pending. She did, however, make a couple of
8 comments about the injunction's enforceability which, if nothing
9 else, should be taken to heart by the organization.

10 "THE COURT: It seems to me ridiculous to hold this
11 hearing prior to a determination whether or not this is
12 a valid order. I mean, I have serious questions about
13 the validity of the order.... (Ex. GG, p. 2)

14 I'll tell you, when I first looked at this order, I
15 thought the order was clear until I then read part of
16 the transcript. Then it became unclear to me. And I
17 think that is in front of the appellate court, whether
18 or not this is an order capable of being followed,
19 because Judge Sohigian's comments that at least
20 confused me a little bit." (Ex. GG, p. 6)

21 47. On March 22, 1993 LA Superior Court Judge David A.
22 Horowitz, who presides over Armstrong II for all purposes except
23 the enforcement of the Sohigian injunction, granted my motion to
24 stay all proceedings pending a decision in the appeal of the
25 injunction. In his order, a copy of which is appended hereto as
26 Exhibit HH, he stated:

27 "The central issue of this case is the legality and
28 validity of the [1986 settlement] Agreement. The Court
of Appeal could certainly reach that issue in its

1 determination of the validity of the injunction. If it
2 does, that ruling could be determinative of many of the
3 issues of this case. It makes no sense to proceed with
4 this matter until the Court of Appeal makes its
5 ruling." (Ex. HH)

6 48. On March 18, 1993 I made an agreement with Bob Carlson,
7 the producer of a talk show, "Lifeline," on a Christian religion
8 radio station, KFAX, in Fremont, California, to be a guest on the
9 show on April 28. When I arrived at the station on that date,
10 the host Craig Roberts handed me a fax letter received a few
11 minutes earlier from Ms. Bartilson, a copy of which is appended
12 hereto as Exhibit II. In the letter, which is addressed to me,
13 Ms. Bartilson threatens more litigation if I did the show.

14 "Should you appear on this radio show in violation of
15 the Agreement, the Church of Scientology International
16 will pursue all remedies within the judicial system to
17 obtain damages from the violation and/or to enjoin any
18 future violations of a similar nature."

19 Mr. Roberts said that because the letter also threatened the
20 station with litigation should I go on the show, and because
21 although the station had called its attorney it had not spoken to
22 him, I would not be on the show. I responded to Ms. Bartilson on
23 May 3 with a letter, a copy of which is appended hereto as
24 Exhibit JJ.

25 49. On June 4 I executed a declaration, a copy of which,
26 along with the exhibits thereto except for the Breckenridge
27 decision, is appended hereto as Exhibit KK, in support of a
28 special motion to strike the complaint in the case of Church of
Scientology of California v. Larry Wollersheim, LA Superior Court

1 No. BC 074815, hereinafter "Wollersheim II." In 1986 Lawrence
2 Wollersheim had won a thirty million dollar judgment in the case.
3 of Wollersheim v. Scientology, LASC No. C 332027, hereinafter
4 "Wollersheim I." The organization had appealed and the Court of
5 Appeal, while castigating Scientology's fair game doctrine and
6 coercive use of its psychotherapy techniques, reduced the award
7 to two and a half million (Wollersheim v. Scientology (1989) 212
8 Cal. App. 3rd 872; 260 Cal. Rptr. 331. The organization had
9 taken the judgment up to the US Supreme Court, back again to the
10 California Court of Appeal, and on a trip or two to the
11 California Supreme Court. Then on February 16 1993, shortly
12 after the Wollersheim I trial judge Ronald Swearinger died, the
13 organization filed Wollersheim II, seeking to have the original
14 judgment set aside by alleging that Judge Swearinger had been
15 biased against the organization in the 1986 trial. My June 4
16 declaration focuses on my observations and knowledge of the
17 organization's litigation practices, which had clear relevance to
18 what it was trying to do in Wollersheim II.

19 "Scientology regularly attempts to bludgeon the
20 opposition into submission with a blizzard of meritless
21 paper, motions, depositions, appeals, writs, Bar
22 complaints, criminal complaints, perjured testimony,
23 and other improper and abusive tactics.

24 I am also aware that Scientology uses an attack
25 strategy against judges who rule against it, which
26 includes claims of bias and prejudice and frequently
27 personal attacks. For instance in [Armstrong I],
28 Scientology twice tried unsuccessfully to disqualify
Judge Breckenridge from the case because of his alleged

1 bias, and levied personal attacks on him, accusing him
2 publicly of Nazi affiliation. Similarly in Aznaran ...
3 Scientology unsuccessfully attempted to recuse Judge
4 James Ideman because of alleged bias." (Ex. II, p. 5)

5 50. On July 26, 1993, attorney Bartilson filed another
6 application in Armstrong II with Judge Diane Wayne seeking to
7 have me held in contempt for providing the declaration to Mr.
8 Wollersheim. The application and Ms. Bartilson's charging
9 declaration are appended hereto as Exhibit LL. Ms. Bartilson
10 supports the application with the same shoddy argument she used
11 in her December 31, 1992 application, that when I state in my
12 June 24, 1992 deposition that I have no intention of honoring the
13 settlement agreement I am talking about the Sohigian injunction.
14 (Ex. LL, Memorandum p. 2; Ex. BB, Memorandum p. 3, l. 3; Ex. BB,
15 Bartilson Declaration, p. 2, l. 26; See also Ex. CC, p. 1, para.
16 3) She concludes that:

17 "Gerald Armstrong should be ordered to show cause why
18 he should not be held in criminal contempt of this
19 Court for his June 4, 1993 declaration, with punishment
20 in the form of a fine not to exceed \$1,000.00 and/or
21 jail time not to exceed five days as this Court sees
22 fit."

23 51. Appended hereto as Exhibit MM is a copy of my
24 memorandum filed September 7 in opposition to Ms. Bartilson's
25 order to show cause re contempt. Mr. Greene argues in the
26 opposition that:

27 "It is clearly discernible that, whatever infirmities
28 intrinsic to the injunction there are, Armstrong is
prohibited from "voluntarily assisting" persons with

1 claims "against" Scientology. In other words,
2 Armstrong is prohibited from assisting private litigant
3 plaintiffs in litigation in which Scientology is a
4 party." (Ex. MM, p.4, l. 3.)

5 "For the purpose of the instant application, the only
6 salient point is that in Wollersheim II, Scientology
7 sued Wollersheim. Therefore, any assistance provided
8 by Armstrong to Wollersheim in Wollersheim II is
9 outside the scope of the Sohigian injunction." (Ex.
10 MM, p. 5, l. 8)

11 52. Apparently undeterred by Mr. Greene's illumination of
12 the facts, on September 10 Ms. Bartilson filed a response, a copy
13 of which is appended hereto as Exhibit NN, defending her effort
14 to have me found in criminal contempt with the assertion that
15 because Mr. Wollersheim had been a claimant in Wollersheim I I
16 was prohibited by the Sohigian injunction from assisting him in
17 Wollersheim II where he is a defendant. She bolsters her
18 argument with the amazing pronouncement that the 1993 action,
19 Church of Scientology of California v. Larry Wollersheim, "is not
20 litigation levelled "against" Larry Wollersheim." (Ex. NN, p. 3,
21 l. 12).

22 53. In support of her response to my opposition, Ms.
23 Bartilson filed a letter dated August 15, 1993, a copy of which
24 is appended hereto as Exhibit OO, that I wrote to attorney Wilson
25 in an effort to mitigate damages and initiate a peace process in
26 the Armstrong IV case. Ms. Bartilson quotes in her response a
27 funny few sentences from the letter, my riposte to Mr. Wilson's
28 stab, itself not altogether unhilarious, in Armstrong IV that
"[b]eginning in February, 1990, and continuing unabated until the

1 present, Armstrong has breached the Agreement..." (Ex. A, p.7,
2 para. 22) Ms. Bartilson interprets my humor and letter as
3 something radically different from the way I see them.

4 "This contemptuous response to the 1986 settlement
5 agreement (pursuant to which he happily accepted more
6 than \$518,000.00) and this Court's orders are precisely
7 why Armstrong has been ordered to show cause herein.
8 CSI seeks this Court's help in demonstrating to
9 Armstrong that he will, indeed, be held accountable for
10 his wrongful actions, and that they must cease." (Ex.
11 NN, p. 5, l. 13)

12 Actually my letter contains no mention of the Sohigian injunction
13 or any other of "this Court's orders." It does, however, contain
14 another effort to unfoment the organization's litigations.

15 "So again, I extend to you and to your client the
16 invitation to meet with me honestly and openly for the
17 purpose of communication towards the resolution of our
18 conflicts." (Ex. 00, p. 5)

19 Mr. Wilson has not answered my letter, and, as it has done with
20 me for almost twelve years, the organization refuses to
21 communicate, other than through its barbarous attorneys' judicial
22 barrages or its covert agents' duplicitous prattle.

23 54. At a hearing on September 14 Judge Wayne, because the
24 Court of Appeal had still not ruled in my appeal from the
25 Sohigian injunction, again refused to entertain the
26 organization's application to have me held in criminal contempt,
27 and reset the hearing on the two orders to show cause for
28 December 6. This hearing has now been continued again to April
6, 1994.

1 55. TGAC, defendant in Armstrong II, III and IV,
2 possesses, cares for and commercially develops my products and is
3 in the business of peace. Appended hereto as Exhibit PP are
4 pages from Pacific Bell's Marin yellow pages for 1992 and 1993,
5 wherein TGAC is listed in the category "peace organizations."
6 TGAC also provides philosophic services in a number of other
7 areas of human endeavor and understanding, such as law, religion,
8 health and economics. It is a unique company with unique, both
9 banausic and beneficent products. It has not yet become
10 financially profitable, but I believe that is merely a matter of
11 time, and I am not unhappy that TGAC's buildup toward
12 profitabliity has taken the form, route and time that it has. It
13 has also become apparent to me that the litigation in my life may
14 very well require resolution before TGAC is free to tackle the
15 problems and projects for which it was created. But no matter
16 what conspiracy theories the organization and its lawyers
17 fabricate, TGAC was not created to have anything to do with it,
18 its litigation or its philosophy. TGAC's founder, owner,
19 president, manager, senior baker and vice president for questions
20 and loopholes, just happened to be a person with a long,
21 intense history with the organization, which has its own long,
22 intense history. No matter what kind of business I had gotten
23 into I would have brought with me the same history; which is now,
24 six years and three more Scientology lawsuits later, even longer
25 and no less intense. No matter what kind of business, or
26 enterprise, profession, career or club I had gotten into the
27 organization would have carried out the same set of post-
28 settlement fair game sillinesses to keep me involved with its
litigation and its leaders. I happen to have been given certain

1 talents, knowledge and identity by my Creator. I am a writer,
2 thinker and artist, and thus my words, art and ideas exist, and
3 some of them TGAC happens to own and possess, and, God willing,
4 will develop commercially.

5 56. When I activated TGAC at the beginning of 1988 I
6 transferred to the corporation all my writings, artwork, files
7 and office equipment and supplies that I had previously owned in
8 my sole proprietorship. At that time I owned all TGAC stock,
9 TGAC owned all my archive materials, and I had an arrangement
10 with TGAC whereby my products and acquisitions of an artistic or
11 literary nature passed to the corporation as I produced or
12 acquired them. Because the organization had continued to attack
13 me following the December, 1986 settlement, because I am
14 connected to many people with an interest in the resolution of
15 the organization's war on justice and innocence in our society,
16 and because I have been placed in a position to do something to
17 bring about that resolution, a certain quantity of my literary
18 acquisitions have been organization-related materials. In the
19 fall of 1989, after the series of threats from organization
20 attorney Heller, I made a determined effort to acquire whatever
21 organization-related materials I could, sensing that they would
22 be needed in the attacks I also sensed were coming. In August,
23 1990, at the time of my renunciation, I split TGAC's stock into
24 four shares and gave them away with the rest of my assets as
25 described in paragraph 33 above. I had the hope and belief,
26 which I still retain, that TGAC would be a commercial success,
27 and that the four owners, all close friends of mine, would
28 benefit monetarily and have a lot of fun with the corporation. I
continued as TGAC's president, continued to produce, and TGAC

1 continued to care for its growing archive. From the
2 organization's actions and statements in the Yanny II litigation,
3 wherein it had taken my deposition on several days in late 1991
4 and early 1992, and its actions and statements in the Armstrong
5 II litigation, where it had served a subpoena duces tecum on the
6 corporation, it became clear that the organization was going to
7 try to get its itching mitts on TGAC's archive, invade its
8 privacy and attack it as a way of attacking me. On June 22,
9 1992, at a special meeting of TGAC's directors, it was therefore
10 decided, in order to remove any reason for the organization to
11 attack the corporation, to transfer to me, Gerald Armstrong
12 individual, everything in TGAC's archive which related to the
13 organization or my litigation, and this transfer was effectuated
14 the same day. I still sensed that the organization was not going
15 to be dissuaded from its kamikaze course, and I still wanted to
16 protect TGAC's owners, whose only crimes were being my friends
17 and accepting my gift of stock certificates. I knew as well by
18 this time that the organization's leaders are paranoid,
19 schizophrenic, proudly describe themselves as "ruthless," and
20 would destroy any innocent person if it served their purpose in
21 attacking me. On June 23, therefore, I met with each of the four
22 who each decided at that time to give back to me his or her
23 shares. In that way these people would not become targets in the
24 organization's mad litigation war, and I would have the freedom,
25 as TGAC's major stockholder and president, to fight the war on
26 behalf of the corporation as I was called. Two of the four,
27 Michael Douglas and Nancy Rodes, had signed settlement agreements
28 similar to mine with the organization in December, 1986, so were
particularly vulnerable and worried in the organization's attempt

1 to make TGAC its litigation enemy. In August, 1990 each of the
2 four had received one share. In early, 1991 by agreement between
3 the shareholders, the four shares were split into one hundred,
4 and each shareholder had given 5 shares to the corporation to
5 sell to finance its operations. Thus on June, 23, 1992, I
6 received back eighty percent ownership of TGAC (see also para.
7 21, supra, and Ex. L, p. 556, 557). This proved to be a divinely
8 timed move because on June 24 I was served with the
9 organization's amendment to the Armstrong II complaint, naming
10 TGAC as a defendant. Because of my financial condition and the
11 stress of the organization litigation, which has rendered me over
12 the past three years completely incapable of dealing with certain
13 clerical tasks, which even ordinary people who are not fair
14 game's targets can easily perform, TGAC owes the IRS and the
15 Franchise Tax Board a couple of years' returns, but that is only
16 a temporary situation, which I expect to resolve in the next few
17 weeks. Yet even TGAC's failures to file seem to be divinely
18 timed because it surely disproves Mr. Wilson's Armstrong IV
19 attack line that "[T]GAC exists solely so that Armstrong may be
20 "judgment proof" (Ex. A. p. 5, l. 7). Only a madman would, when
21 assaulted by this organization's litigation machine and needing
22 to be judgment proof, let his judgment-proofing corporation
23 approach suspension. I am neither mad nor in need of any
24 protection from any judgment the organization imagines in its
25 wild dreams it might obtain. I own eighty percent of TGAC, and
26 TGAC owns a body of literature and art with considerable present
27 value and potential. It owns the rights to a number of my
28 projects and products, including whatever can be owned of the
formula for the Unified Field, which I was given not long after

1 August, 1990. TGAC has a history and a lot of good will. TGAC
2 did not invite the organization's attacks, and even urges the
3 organization to dismiss all the litigation it has fomented
4 against TGAC. Nevertheless, TGAC will undoubtedly garner more
5 good will, good PR and societal acceptance as a result of the
6 organization's attacks, because society often judges one's worth
7 by one's enemies. Although no one should have to have enemies,
8 the organization's power structure, being so villainous, is, in
9 the minds of the vast decent human majority, the best kind of
10 enemy to have. TGAC's present value is in the neighborhood of
11 fifteen trillion dollars, so the organization's claim of four
12 point eight million is monetarily insignificant. Nevertheless,
13 and but for other reasons I will fight this battle.

14 57. The organization filed the Armstrong IV complaint July
15 23, 1993 and the case was assigned to Marin Superior Court Judge
16 Gary W. Thomas. It served a lis pendens on me on August 8 and
17 then recorded it encumbering the Fawn property, which, as
18 evidence of God's Great Humor, the Waltons were that very moment
19 refinancing. On August 9 the organization mailed me a request
20 for production of documents, a copy of which is appended hereto
21 as Exhibit QQ, asking for a hell of a lot of things, including
22 everything I've written from the beginning of time, and not
23 unemphatically for the treatment for a screen play entitled "One
24 Hell of a Story," which I'd written and registered in the spring
25 of 1993, and for the authorship of which the organizxation was
26 claiming liquidated damages in the Armstrong III lawsuit in Los
27 Angeles. On September 16 the organization mailed out another
28 request for production of documents by me, and simiolar requests
to Mr. Walton and TGAC, seeking inter alia, every financial

1 record we possessed back a year before the December, 1986
2 settlement. After some extensions to figure out what under
3 Heaven we were going to do about the crazy-scary Armstrong IV
4 lawsuit, on September 30 Mr. Walton filed a demurrer and motion
5 to strike the complaint, and on October 4 I filed a motion to
6 commence coordination proceedings, followed on October 28 by an
7 amended motion, asking, because IV depends on the outcome of the
8 LA cases and shares with them common questions of fact and law,
9 to have Armstrong IV transferred from Marin to LA Superior Court
10 and coordinated with II and III. On October 21 Solina Walton
11 filed a motion to expunge the lis pendens, and on October 29
12 Judge Thomas signed an order of expungement and awarded Mrs.
13 Walton \$3500.00 in attorney's fees. On November 5 the
14 organization filed its opposition to the motion to commence
15 coordination proceedings, I filed a reply on November 9, and on
16 November 10 in a pre-hearing minute order, a copy of which is
17 appended hereto as Exhibit RR, Judge Thomas denied the motion,
18 ruling, as again Humor would have it, that "[t]here are no common
19 questions of fact or law between this action and the Los Angeles
20 County actions." On November 12 the organization filed an
21 opposition to Mr. Walton's demurrer and motion to strike and on
22 November 17 he filed a reply supported by a declaration, a copy
23 of which, along with the exhibits thereto, is appended hereto as
24 Exhibit SS. In his declaration, Mr. Walton describes our
25 relationship over the years and the relevant events in our Fawn
26 period together. Exhibit D to his declaration is a letter I
27 write to him on August 14, 1990 in which I stated my intention to
28 give away my worldly possessions and forgive debts owed me and
laid out my immediate plans. Exhibit E is a letter I wrote to

1 him on August 23, 1990 while I waited in Marin Traffic Court for
2 my failure-to-obey case at which the charging chippy didn't show.
3 In the letter I list various physical items then at Fawn and
4 state my intention for their disposition. On November 18 in a
5 pre-hearing minute order, a copy of which is appended hereto as
6 Exhibit TT, Judge Thomas overruled the demurrer, and denied the
7 motion to strike, stating that:

8 "this action does not seek or require a determination
9 that Armstrong breached the settlement agreement.

10 Thus, this action is not simply an attempt to avoid the
11 (stay) orders in the Los Angeles County actions."

12 On November 30 the organization filed motions to compel the
13 production of the documents requested from Mr. Walton, TGAC and
14 me. A hearing on those motions is now set for January 21, 1994.

15 On November 30 I filed my verified answer, a copy of which is
16 appended hereto as Exhibit UU, the verified answer of TGAC, a
17 copy of which is appended hereto as Exhibit VV, and a verified
18 cross-complaint for abuse of process, a copy of which is appended
19 hereto as Exhibit WW.

20 58. The only remaining documents relevant to the Armstrong
21 IV lawsuit, other than letters to the other people in my life
22 whose debts to me I forgave in 1990, which I will not include so
23 as to not put them at risk, is my prayer and answer thereto dated
24 August 13, 1990, a copy of which is appended hereto as Exhibit
25 XX.

26 /

27 /

28 /

I declare under the penalty of perjury under the laws of the

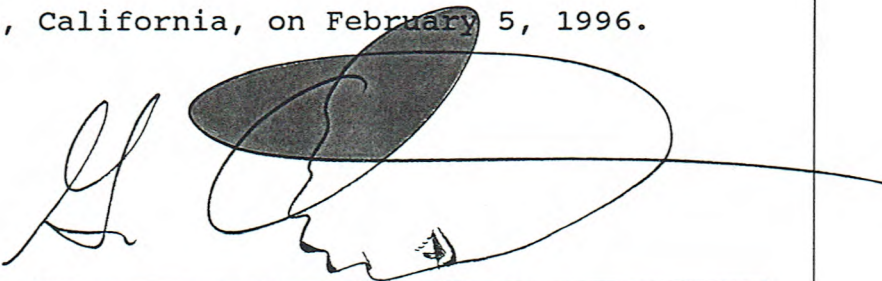
1 State of California that the foregoing is true and correct.

2 Executed at San Anselmo, California, on January 13, 1994.

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GERALD ARMSTRONG

Reprinted to correct exhibit numbering errors and re-
executed at San Anselmo, California, on February 5, 1996.



GERALD ARMSTRONG

ORIGINAL FILED
ORDER FOR RELIEF
96 FEB -6 PM 4:28
KEENAN G. CASANOVA, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SANTA ROSA, CA.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415) 456-8450
In Propria Persona

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re	)	Case No. 95-10911 aj
)	
GERALD ARMSTRONG,	)	Chapter 7
)	
Debtor	)	Adv. No. 95-1164
)	
	)	GERALD ARMSTRONG'S
	)	TRIAL DECLARATION
	)	No. 5
CHURCH OF SCIENTOLOGY)	
INTERNATIONAL, a California non-)	
profit religious corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
GERALD ARMSTRONG,)	
)	
Defendant.)	

Trial Date: 2/13/96

1 Gerald Armstrong
2 715 Sir Francis Drake Boulevard
3 San Anselmo, CA 94960
4 (415)456-8450
5 In Propria Persona

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8
9 FOR THE COUNTY OF MARIN
10

11 CHURCH OF SCIENTOLOGY INTERNATIONAL,)	No. 157 680
12 a California not-for-profit)	
13 religious corporation,)	
14)	
15 Plaintiff,)	DECLARATION OF
16)	GERALD ARMSTRONG
17 vs.)	IN OPPOSITION TO
18)	MOTIONS FOR SUMMARY
19)	ADJUDICATION OF 20TH
20 GERALD ARMSTRONG; MICHAEL WALTON;)	CAUSE OF ACTION; AND
21 THE GERALD ARMSTRONG CORPORATION)	13TH, 16TH, 17TH &
22 a California for-profit)	19TH CAUSES OF ACTION
23 corporation; DOES 1 through 100,)	OF SECOND AMENDED
24 inclusive,)	COMPLAINT
25)	
26 Defendants.)	Date: 9/29/95/95
27)	Time: 9:00 a.m.
28)	Dept: One
_____)	Trial Date: Not Set

17
18 DECLARATION OF GERALD ARMSTRONG

19 I, Gerald Armstrong, declare:

20 1. I have personal knowledge of the facts set forth in this
21 declaration and could competently testify thereto if called as a
22 witness.

23 2. I am a Christian.

24 3. My life, in every moment and breath, is God's and in His
25 Hands. I have been saved from eternal separation and hell to
26 become a son of God by His Grace alone, and drawn by Him to trust
27 and follow His Son Jesus Christ as my Lord and Savior. I have
28 been filled with God's Holy Spirit, and given by Him all peace,
wisdom and love. I have been saved for God's Purposes to His

1 Glory. I believe that His Purpose for me and all the world is
2 salvation. I believe that the only difference of any meaning at
3 any time between me and anyone else on this earth is this belief
4 in God's Plan for salvation.

5 4. As a Christian and as a son of God I have been led and
6 will be led into all of my life's situations and to all of the
7 people I have encountered and will encounter for His Purposes
8 alone. I believe that from God come all things, including the
9 trust in Him, the willingness to believe on Him, free will; peace,
10 wisdom and love.

11 5. I was raised as a "Christian" in the Anglican Church in
12 Chilliwack, B.C., Canada, and I retained some of the Christian
13 learning of my youth through my Scientology years. I was in
14 Scientology from the age of 22 to the age of 35. When I first got
15 into Scientology it professed, as it does with every new person,
16 to be completely compatible with Christianity. It claimed to be a
17 science, and its promises "demonstrably true." It claimed that it
18 and its promises were the product of the scientific research of L.
19 Ron Hubbard, Scientology's founder and leader, who also claimed to
20 be an engineer and a nuclear physicist. Hubbard claimed that his
21 techniques, procedures, end results and products had been
22 subjected to the "rigors of the scientific method." Scientology
23 also claimed to be "religion in the oldest meaning of the word,"
24 and "pan-denominational," accepting people of all religions and
25 beliefs, but itself not requiring belief to deliver on its
26 promises. In those days Scientology published a booklet called
27 "Scientology and the Bible," in which Biblical quotations were
28 compared as similar in meaning to quotations from Hubbard's works.

6. Throughout my Scientology years I put my faith in

Hubbard, and in his philosophy, mental "science" and organizational policies. Through God's Grace and Wisdom I came to see that this was a misplaced faith. I came to see that despite that misplaced faith, God never deserted me, that He was with me and keeping me safe every moment, just as He is now. Throughout my Scientology years, through abuse, danger, and betrayal, He kept my heart from being hardened beyond salvation.

7. God kept me from being completely taken over by Scientology through all the years of indoctrination, mind control, "ethics," threat and punishment; and through the more than a thousand hours of mental processing, what Scientology calls "auditing." When Hubbard assigned me twice to the Rehabilitation Project Force (RPF), Scientology's prison, for a total of twenty-five months, when he had his messengers order my wife Terri to leave me, when I was ordered security checked for questioning Hubbard's truthfulness, God brought me through safely, made me stronger and wiser, and kept my heart from hardening. I now know that I was so deeply involved with Scientology, so devoted to an ungodly man and his ungodly teaching, only God's Own leading me, through His mysterious way, could have saved me. He led me into the Hubbard archive and biography project, brought me to study the man's secret papers and document his duplicity, and freed my faith from Scientology, on which it had been misplaced.

8. I now see that Scientology is the clever human invention of a clever human who took his human cleverness as far as it would go for his own glorification. I believe that God used me, an unsaved man, an uneducated, unrefined and very imperfect vessel, to accomplish part of His Plan for Scientology, Scientologists and salvation. I can see how it took someone with a God-given

1 history, character and skills such as He gave me to bring out of
2 Scientology, to the light, and to the minds and hearts of all
3 those whom God sent to listen, a testimony of the character of
4 Scientology's product and "source." I believe that God continues
5 to use me to reflect the unworthiness and bankruptcy of Hubbard's
6 attempt to create his own salvation plan, against the
7 infallibility and peaceful grandeur of God's Plan.

8 9. In my post-Scientology period, when first in the outside
9 world, confused and afraid, God took me in His Hands for
10 particular care and teaching. When Scientology's leaders sent
11 hired private investigators to spy on me and my wife, and
12 essentially to terrorize us, God kept me, in spite of my fear and
13 desperation, emotionally intact. God used Scientology's
14 "Suppressive Person Declares," which, when I heard of and read
15 gave me the shakes, to make me stronger and to bring the ungodly
16 practice of "declaring" people, and targeting them as "fair game,"
17 to light. He allowed Scientology to sue me so that its abuse of
18 His children, the pathology of its "religious leader," and the
19 baseness of its "theology" would be brought to light through my
20 1984 trial and the resulting "Breckenridge decision." When
21 Scientology's leaders still resisted God's chastening, He caused
22 the 1991 published opinion Scientology v. Gerald Armstrong, 283
23 Cal.Rptr. 917.

24 10. At the first hearing in my case in 1982, God somehow put
25 into my hands a tiny tract of Bible quotes which I held and put my
26 heart on as fear gripped at me. I've lost it since; it was about
27 two inches square, and yellow colored, my first post-Scientology
28 reach for God's Word. Throughout the 1984 trial, where I was on
the stand for about ten days, I depended on the Twenty-third Psalm

1 to calm my mind and heart. Between questions, over and over, "The
2 Lord is my shepherd; I shall not want....Yea, though I walk
3 through the valley of the shadow of death, I will fear no evil:
4 for Thou art with me..."

5 11. God allowed Scientology's leaders to "cull" my "preclear
6 folders." They took out of my supposedly confidential counseling
7 files embarrassing or unsavory incidents from my past, and then
8 divulged them in court and elsewhere, so that light would be shone
9 on this terrible practice. God allowed these leaders to
10 disseminate invented disgraceful incidents, as if I had
11 "confessed" them during "auditing." God allowed me to humiliated
12 and my heart to be broken over and over by the cruel acts directed
13 by Scientology's leaders.

14 12. God allowed me to be terrorized, my car broken into, my
15 drawings and writings to be stolen, other writings and ideas of
16 mine perverted and held up to ridicule. He allowed Scientology's
17 leaders to become intoxicated by their own lies so that they would
18 try time after time to have me jailed on their false and
19 manufactured criminal charges. He allowed their self-deception,
20 so that they concocted a perverse intelligence scheme to entrap me
21 in a crime and have me prosecuted. He allowed Scientology's
22 leaders to put their faith in a base private investigator, Eugene
23 Ingram, whom they would use to illegally videotape me, and who
24 threatened to put a bullet between my eyes. God allowed the heart
25 of an Los Angeles Police Department Officer, Philip Rodriguez, to
26 be tempted by greed, and paid for a false authorization to
27 Scientology to illegally videotape me. He allowed my friend Dan
28 Sherman to use our friendship to betray me, to lead me with kind
words into danger, to set me up, to trick from me my thoughts and

1 writings, and to break my heart.

2 13. God allowed my own judgment to be clouded so that I
3 would continue to walk unheeding into Scientology's intelligence
4 scheme. In my childhood He gave me a desire to help the needy and
5 the oppressed. He let Scientology's leaders divine and fix upon
6 this God-given desire, and then manipulate the desire for their
7 own purposes. It was during this period, when I sensed that I
8 indeed might be walking into a trap, that I sensed God's close
9 Presence, began to understand guidance, hoped and believed that I
10 was being guided, and chose in the face of danger to keep going
11 forward into whatever God unfolded. He allowed me to curse and to
12 say things in ignorance or anger while being secretly recorded and
13 videotaped, so that Scientology's leaders would be deluded into
14 thinking these words would destroy me. In their delusion and rush
15 to expose and destroy me, their trap, criminality and malevolent
16 purposes were themselves exposed. Asking nothing more than my
17 small willingness to go forward in faith, God brought me safely,
18 albeit shamed and shaken, through all of Scientology's schemes,
19 snares and temptations.

20 14. God allowed Scientology's leaders to also attack my
21 attorney Michael Flynn, my good friend, benefactor and champion in
22 the legal battle. God allowed Scientology to sue him some fifteen
23 times, to threaten him, his family and career, to frame him with
24 forgery, to pay known criminals to bear false witness against him,
25 and, according to him, to attempt his assassination. God allowed
26 Scientology's leaders to think they could destroy Flynn with their
27 "black propaganda," "dead agent" packs, "noisy investigations,"
28 and the compromise and turning of other clients. Scientology
worked for seven years to achieve this destruction. God brought

1 me to Flynn, and him to me, and brought us to fight alongside each
2 other in a legal and spiritual battle against the threat and evil
3 of Hubbard and his organization from 1982 through 1986. In 1985
4 through 1986 I worked in his office in Boston. I depended on
5 Flynn in those days. I loved him as if he were a big brother, and
6 I tried in my role and capacity to help him and support him as a
7 younger brother should.

8 15. I lived my own life as well, away from the Scientology
9 battle, during those years, being brought ever closer to God.
10 When I was alone, at times in terrible fear, He kept me safe, and
11 allowed my heart to break, over and over. I believe He spoke to
12 me, and that at times, as early as 1983, I wrote His Words to me
13 under His guidance in what seemed to be dialogues. He gave me the
14 idea for the true protection of His Children in this world, and
15 moved me in 1986 to found a church, based on this concept. The
16 Church, which is free to everyone, including Scientologists, has a
17 belief, a corollary, and the obvious. The belief, out of Jesus's
18 teachings (See, e.g. Matthew 18:20) is that when members of the
19 Church are together, God is present. The corollary is that
20 whatever is said or done when members of the Church are together
21 is sacred. The obvious is that it is always thus. Scientology's
22 lawyers attack my Church but it remains and lives under God's Will
23 for His Glory.

24 16. With Scientology facing tremendous exposure and
25 liability in my cross-complaint for years of outrageous fair game
26 attacks, and having just suffered a \$30,000,000 verdict in the
27 case of Lawrence Wollersheim v. Scientology, Los Angeles Superior
28 Court No. C 332027, God, almost incomprehensibly, then allowed
Flynn to lose heart. Flynn "negotiated" a deal with Scientology

1 which involved getting his clients to agree to the organization's
2 demanded contractual condition of silence about their
3 "experiences," while not demanding the same protection for his
4 clients. Many of these clients had been the target of
5 Scientology's "black propaganda" campaigns. He also agreed to get
6 his clients to agree to a "liquidated damages" penalty of \$50,000
7 per comment about their experiences. Flynn did this while
8 believing, and having ample experience to justify believing, that
9 the settlement agreements were evil, as was the entity which was
10 insisting on the "agreements" being signed as a condition of
11 settlement. Flynn knew Scientology's word was not to be trusted,
12 yet he conveyed and gave support to Scientology's "promise" that
13 it was going to discontinue fair game.

14 17. God allowed Scientology to harass, threaten and
15 compromise Flynn, and allowed Flynn to be persecuted and
16 compromised, for His Purpose to His Own Glory. After flying me
17 from Boston to Los Angeles in December, 1986, Flynn presented the
18 settlement documents to me for the first time. Upon reading the
19 conditions in the "agreement," I was, as I've stated many times
20 since, heartsick. I protested that it was impossible to live by
21 Scientology's conditions, and that the "liquidated damages"
22 penalty of \$50,000 each time I might speak to anyone about my then
23 seventeen years of experiences, was madness. And then God allowed
24 Flynn to say the words, from his fear and desperation, but
25 ultimately from truth, "Gerry, it's not worth the paper it's
26 printed on. It's unenforceable. You can't contract away your
27 Constitutional rights." God allowed Flynn to point out to me my
28 release of Scientology and my dismissal of my lawsuit, and allowed
him to say, "That's what they're paying you for."

1 18. Flynn conveyed to me a picture of all who depended on me
2 to sign the evil documents to get them "free" from Scientology's
3 threat. He said that Scientology had promised to cease all "fair
4 game" actions, to cease the attacks on all the settling
5 individuals, and on every one else. He said that Scientology
6 wanted the opportunity, which, he said, the settlement would give
7 them, to prove that they had turned over a new leaf, and had
8 ceased fair game. He said that he had to get out of the fight,
9 that he had done enough, that he had paid his dues, that
10 Scientology had ruined his marriage, his wife's health and his
11 life. He said that if I didn't sign all I would get would be more
12 of the same attacks, threat and misery. He said that I had to get
13 on with my life, that I too had to get out of the litigation, get
14 away from Scientology's threat, and that everyone had to get out
15 of it, out of the madness of this battle with evil.

16 19. God made me aware of His Spirit at that moment, when I
17 was alone, rejected from Mike Flynn's heart, and yelled at by
18 another "client" as a "deal breaker," simply for caring. God
19 showed me a glimpse of the future at that moment; that I might be
20 left alone, that I might be persecuted, but that I should not
21 fear; and that I should at that time give everyone involved what
22 they wanted, what they thought they needed to be free. So,
23 because of Flynn's promise of the agreement's unenforceability, my
24 desire to end the threat if possible for everyone, Scientology's
25 promise to end fair game, and God's Assurance, I did sign.

26 20. After the "settlement," God gave me a time of some quiet
27 and joy to write, draw, get strong after years of deteriorating
28 health, to hang out with friends, and to be drawn ever closer to
Him. In 1987 He chose me and came to me in the undeniable

Physical Substance of His Love, and gave me a greater view of my future role in His Plan. In 1988 He brought me to offer my life in exchange for the captives then held in Lebanon. He schooled me in the understanding of His Nature and set me on the path to become by 1989 one of His Teachers. Also in 1989 He gave me an understanding of the valuelessness of money, and a glimpse of His solution for the grinding cruelty of the world's economic system. He brought to me a glory of four-leaf clovers. He showed me that through my life He could bring to the world the mathematical proof of His guidance. He moved me to run like the wind, and to pick up the world's trash, all for His Glory.

21. During the post-settlement years, God also allowed the hearts of Scientology's leaders to grow ever harder and to manifest in attack after attack on my character and credibility. It became clear, and saddened me greatly, that these leaders had not stopped "fair game," but were using the cessation of the litigation by Flynn and his clients as an opportunity to continue their antisocial practices unchecked. They published their own false versions of my history, delivered their "black propaganda" packs on me to the press, which included documents Scientology itself had insisted be sealed in my case and in other cases. They used Gene Ingram in their attacks, disseminating to the press an edited version of his illegal videotape, which had also been sealed in my case. They filed false affidavits attacking me in civil cases and in their litigation with the IRS. Scientology's lawyers threatened through Mike Flynn, that if I responded to the attacks, or even talked to any of the opposing attorneys in a case in which Scientology filed its false affidavits about me, they would consider my talking a breach of the "agreement," and would

1 sue me.

2 22. God allowed my heart to be broken by each attack and the
3 daily knowledge that Scientology had not ceased fair game, yet He
4 kept me from responding with anything other than sadness for
5 almost three years. Then, in the fall of 1989, I was served with
6 a deposition subpoena by the attorney for Bent Corydon in the case
7 of Corydon v. Scientology, Los Angeles Superior Court No. C694401.
8 Following this I received a series of calls from Scientology
9 attorney Lawrence Heller who threatened that, even pursuant to
10 Corydon's subpoena, if I testified about my knowledge of Hubbard
11 and Scientology I would be sued. I was deeply troubled by
12 Heller's threats, the idea of succumbing to those threats, and the
13 injustice and evil the settlement agreements had spawned. God
14 brought me at that time to a determination to do what I could to
15 bring to light and correct that injustice and evil. When I began
16 to research my rights, responsibilities and how to proceed, I
17 learned that through the intervening five years Scientology had
18 been able to maintain an appeal, Scientology v. Armstrong, No.
19 B025920, from the 1984 Breckenridge decision, and my first actions
20 concerned that appeal.

21 23. Much of my history and legal involvement with
22 Scientology from that point is told in the declarations and other
23 documents appended hereto. Exhibit A is a true and correct copy
24 of a declaration I executed March 15, 1990 and filed in the
25 B025920 appeal and a consolidated appeal, No. B038975, along with
26 true and correct copies of certain exhibits which were appended to
27 the original declaration.

28 24. Exhibit B hereto is a true and correct copy of a
declaration I executed December 25, 1990 and filed in

1 Scientology's appeals, along with true and correct copies of
2 certain exhibits which were appended to the original declaration.

3 25. Exhibit C hereto is a true and correct copy a Court of
4 Appeal published opinion affirming the Breckenridge decision.
5 Scientology v. Armstrong, 283 Cal. Rptr. 917 (Cal. Ap. 2nd Dist.
6 1991). Exhibit D hereto is a true and correct copy of
7 Scientology's motion to seal record on appeal in Appeal Nos.
8 B025920 and B038975, supporting declaration. Exhibit E hereto is a
9 true and correct copy of my opposition to the motion to seal
10 record on appeal, supporting declaration, and exhibits thereto.
11 Exhibit F hereto is a true and correct copy of order of the Court of
12 Appeal dated December 5, 1991 denying the motion to seal record.

13 26. Exhibit G hereto is a true and correct copy of a
14 declaration I executed March 16, 1992 and filed in the instant
15 case (which then had Marin Superior Court No. 152229), along with
16 true and correct copies of certain exhibits which were appended to
17 the original declaration.

18 27. Exhibit H hereto is a true and correct copy of a
19 declaration and literary work, entitled "I Declare," I executed
20 January 13, 1994, along with certain exhibits thereto. I wrote "I
21 Declare" for filing in a lawsuit Scientology brought against me in
22 1993, in which it charged that my giving away my worldly assets
23 and forgiving debts owed me in 1990 were "fraudulent conveyances."
24 The organization asserts that my renunciation was to avoid the
25 claims it raised in another lawsuit it brought in 1992 for
26 liquidated damages stemming from what it alleges are breaches by
27 me in 1991 of its 1986 settlement agreement. My renunciation had
28 nothing to do with Scientology, but was the result of my asking
God in prayer for guidance at the time of, and precipitated by,

1 the Middle East crisis which built into Desert Storm, and the
2 trouble I felt about the world situation, the general state of
3 mankind, and what God wanted me to do.

4 28. The answer, which I truly believe is God's, was to give
5 my things away, take only what I needed, and then, under His
6 guidance, to go wherever my help was asked for. That is what I
7 did and how I have tried to live my life ever since. My life has
8 been forever changed from that decision and from following that
9 guidance. I had no idea where I would be led or what I would do,
10 other than to try to discern and do God's Will. I know I have not
11 always discerned correctly, and I know that I still have an old
12 willful nature. I also know that God has drawn me steadily,
13 through joyful times, and through difficult, threatening and
14 tearful times, closer and closer to Him, and that He has given me
15 a new nature which is Christ's.

16 29. As God would have it, some of the people who were led to
17 me and asked for my help following my 1990 decision to go where He
18 led me were those who had been fair game's victims in the post-
19 global settlement period. In June, 1991, a South African man,
20 Malcolm Nothling, who had been defamed and defrauded by the
21 organization, called for my help. In July, 1991, Joseph Yanny, a
22 former attorney for Scientology, who had become its fair game
23 target and was attempting to assist other Scientology victims,
24 Richard and Vicki Aznaran, asked me to help. In the Aznaran's
25 case, the effect of the settlement agreements on their ability to
26 obtain counsel and on their ability to oppose Scientology's
27 efforts to deny them due process became relevant. In August,
28 1991, God led me to Ford Greene, one of the few surviving
attorneys willing to take cases on behalf of Scientology's

1 victims. Ford also asked for my help. All of this history is
2 covered in detail in "I Declare."

3 30. Seizing on my responses to the requests for help from
4 people God had sent to me, Scientology's leaders have, since 1991,
5 carried out a withering litigation campaign to silence and destroy
6 me through judicial enforcement of the settlement agreement.
7 Throughout the litigation and until recently I was defended by
8 Ford Greene, for whom I, also until recently, worked as his sole
9 office assistant, and who became through the years my good friend.
10 Scientology first brought a motion to enforce in the original
11 case, Scientology v. Armstrong, Los Angeles Superior Court No. C
12 420153, which was denied. They then filed a lawsuit for breach of
13 contract, Scientology v. Armstrong, Marin Superior Court No.
14 152229, which was transferred to Los Angeles Superior Court and
15 given number BC 052395. They obtained a partial injunction in
16 that case in May, 1992, which I appealed. The appeal, Scientology
17 v. Armstrong, Cal. Ap. 2nd Dist. No. B 069450, stayed proceedings
18 in BC 052395 from March, 1993 through May, 1994. During the stay
19 Scientology filed two more lawsuits against me, Los Angeles
20 Superior Court No. BC 084642, and Marin Superior Court No. 157680,
21 the "fraudulent conveyance" action for which I wrote "I Declare."
22 Scientology also tried repeatedly to have me found in contempt of
23 court and jailed for alleged violations of the partial injunction,
24 some of which "violations" Scientology's own personnel
25 manufactured. This period was threatening and difficult, but I
26 was buoyed by the hope that some court would see through
27 Scientology's lies and attacks, and a certainty was developing in
28 me that God's Will in His good time would triumph.

31. What I saw and see as an unconscionable unfairness has

perplexed me throughout this litigation. Scientology claims that by the "agreement" they can say whatever they want about me, and that I cannot respond in any way. Such a concept is un-American and patently unfair. If I had known that this is the meaning of the settlement agreement, and that any court could possibly consider that this is its meaning; that Scientology is free to attack me or anyone else, that it was going to be fair game as usual, but without my being legally able to respond or defend myself or anyone else, I would never, for all the money in the world, have signed that terrible document. The whole set of "settlement agreements," which are commonly known as the "Flynn agreements," are unfair to anyone who litigates either as a defendant or plaintiff against Scientology, since these agreements remove knowledgeable witnesses from the legal arena and drive up litigation costs. The "agreements" are also unfair to the public because they allow Scientology's leaders to rewrite history, lie about judicially credited information, attack the sources of that information without response, and convey the idea that it is futile to speak the truth or oppose their tyranny. These "agreements" obstruct justice. There is also a tragic unfairness worked on all those people trapped inside Scientology and abused by the organization because the agreements abet the denial of accurate information to those Scientologists and convey a sense of hopelessness to any who might begin to break free and might be contemplating seeking redress for that abuse. These unfairnesses have been a major factor in my continuing in the litigation, despite the threat and difficulty, in the hope that some court will adjudge the agreements illegal. If such unfairnesses are ultimately ruled fair, it will be unfair to anyone who looks to

1 our justice system for justice; and the justice system will become
2 fair game to those who seek injustice.

3 32. There is another unfairness crafted by Scientology's
4 lawyers in connection with the attacks on me which is particularly
5 troubling. Throughout the litigation I have written and spoken to
6 Mike Flynn dozens of times asking him to come forward and provide
7 a declaration concerning the circumstances at the time of the
8 settlement, the duress Scientology subjected him to, the duress
9 his other clients were subjected to, the picture of this duress
10 that he conveyed to me, and Scientology's promise to cease fair
11 game. I have asked him dozens of times to confirm in a
12 declaration the representations he made to me about the
13 unenforceability of the liquidated damages penalty, that it was
14 "not worth the paper it's printed on," that my release of
15 Scientology was only to the date of the signing of the agreement,
16 that my responses to its post-settlement attacks were not breaches
17 of the agreement, and that Scientology obtained his willingness to
18 have his clients and himself sign the "agreements" by fraud, as
19 evidenced by the fact that fair game continued as before. Flynn
20 has said throughout this litigation, however, that he signed an
21 agreement like the one he had me sign, and he is afraid that
22 Scientology will sue him, as it has me, and again make his life
23 hell if he helps me. Ford requested Scientology to release Flynn,
24 as a percipient witness, from the "contract" by which they prevent
25 his assisting me, but Scientology has refused. Flynn continues to
26 say that the agreement is evil, and the Scientology organization
27 is evil, but that the courts of this country cannot deal with
28 Scientology. He says that although he is saddened by my plight
and wants to help me in my case he cannot and will not. This

1 unwillingness by Flynn to come forward and tell the truth, which,
2 if he did, I believe would bring any judge on the case to rule the
3 settlement agreement illegal and end the litigation, has many
4 times through these years greatly disheartened me. Nevertheless,
5 I now see that even this aspect of this spiritual war is in God's
6 Hands and He is using it to His Glory.

7 33. Since the beginning of 1994 when I wrote "I Declare,"
8 Scientology has continued without relent to press its litigation
9 assault on me. On May 16, 1994, the Court of Appeal denied my
10 appeal, ruling that the partial injunction was not an abuse of the
11 Judge's discretion, and declining to address the legality or
12 illegality of the underlying settlement contract. On July 28,
13 1994, after an evidentiary hearing, Los Angeles Superior Court
14 Judge Diane Wayne dismissed all of the contempt charges against
15 me. In August, 1994, Ford brought a summary adjudication motion
16 on my behalf in the fraudulent conveyance action, based in part on
17 a religious defense, since the idea of conveying my worldly assets
18 was God's answer to my prayer to Him, and the acts which flowed
19 from that idea were, although unrelated to Scientology,
20 religiously motivated. Exhibit I is a true and correct copy of a
21 declaration I executed August 12, 1994 and filed in support of
22 this summary adjudication motion, along with true and correct
23 copies of certain exhibits which were appended to the original
24 declaration. Judge Thomas, in denying my motion ruled that "the
25 religious beliefs of the parties are irrelevant in determining the
26 issues in this action."

27 34. In the fall of 1994, the three cases Scientology had
28 pending against me were, on the organization's request,
consolidated in Marin County and given one number, 157680.

1 Scientology brought a motion seeking summary adjudication of three
2 causes of action, two for providing declarations in cases against
3 the organization, and one for talking to the media. Ford filed an
4 opposition to the motion based on the organization's subjecting me
5 to duress through Mike Flynn to get me to sign its settlement
6 agreement, the invalidity of the liquidated damages provision, and
7 on the "absolute" litigant's privilege. On January 27, 1995 Judge
8 Thomas granted summary adjudication as to two of the three causes
9 of action, ruling, among other things and amazingly, that I had
10 "fail[ed] to raise a triable issue as to whether the liquidated
11 damaged provision is invalid," and that I had "not raised a
12 triable issue regarding duress."

13 35. In early January, for reasons known to us and God, my
14 attorney and friend Ford Greene also lost heart. It had been
15 coming to me through the years that this litigation, although set
16 in a context of secular laws and courts, really concerned deep
17 religious issues. After Ford filed our opposition to
18 Scientology's summary adjudication motion, therefore, I prepared
19 and filed, unfortunately six days late, a declaration and exhibits
20 which addressed the religious issues as I then saw them. A true
21 and correct copy of this declaration and the exhibits thereto are
22 appended hereto as Exhibit J. Judge Thomas struck my declaration
23 for late filing and assessed \$700.00 in sanctions against me.

24 36. On February 23 Ford substituted out of my case.

25 37. On February 27 I received Scientology's motion for
26 summary adjudication of its twentieth cause of action.
27 Scientology seeks by this motion a permanent injunction, which
28 would be much broader than the preliminary injunction now in
place, and which would prohibit me from, inter alia, "discussing

1 with anyone, not a member of [my] immediate family or [my]
2 attorney, Scientology, the Church [etc.];" "acquiring ... any ...
3 writings, recordings, documents, or books of any kind, which
4 discuss or concern Scientology, the Church [etc.];" and would
5 require that I "[r]emove all information concerning Scientology,
6 the Church [etc.]... within the possession, custody or control of
7 FACTNet;" and "[r]eturn to the Church any documents [I] now
8 [have]... which discuss or concern Scientology, the Church [etc.],
9 other than documents which have been filed in this litigation."

10 38. On March 10 I applied for an extension of two weeks to
11 be able to oppose this motion which Judge Thomas granted. On
12 March 17 Scientology served on me another motion for summary
13 adjudication of four causes of action: No. 13, for giving a
14 videotaped interview concerning my Scientology experiences; No.
15 16, for talking to a Newsweek reporter about Scientology's efforts
16 to get its materials into the public school system; No. 17, for an
17 interview on E! Television; and, No. 19, for providing
18 declarations which discuss my Scientology experiences for filing
19 in the case of Scientology v. Steven Fishman, et al., U.S.
20 District Court for the Central District of California, Case No.
21 91-6426 HLH (Tx).

22 39. Because I had been ill, lacked the necessary equipment
23 and funds, lacked real attorney knowledge and skills, and was
24 utterly unable to prepare the oppositions, on March 29 I again
25 applied to Judge Thomas for more time. He gave me one week. On
26 April 7, facing the same situation and problems, I again applied
27 for more time, and also requested an order that Scientology free
28 Mike Flynn from the contract which prevented him from providing me
a declaration regarding the circumstances at the time of the

1 global settlement, and Judge Thomas denied my application. I was
2 unable to complete my oppositions, even within the time I
3 requested, I am now late, and at the mercy of the Court and
4 Scientology. Nevertheless, I proceed.

5 40. Appended hereto as Exhibit K through DD are true and
6 correct copies of the following documents:

7 K. Declaration of Garry L. Scarff, executed
8 February 11, 1993 and filed herein in opposition to
9 order to show cause re contempt;

10 L. Scientology publication entitled "'FACTNet" -
11 Perversions, Criminality and Lies;"

12 M. Scientology publication entitled "'FACTNet"
13 Still Off the Rails;"

14 N. Letter from Michael Rinder, Church of
15 Scientology International executive and director of
16 plaintiff herein, to Mirror Group Newspapers in London,
17 United Kingdom;

18 O. Set of Bates-stamped Scientology publications,
19 known as "dead agent documents" concerning Gerald
20 Armstrong and Judge Paul G. Breckenridge, Jr., produced
21 by Scientology herein, and authenticated by Scientology
22 representative Lynn R. Farny;

23 P. Declaration of David Miscavige, executed
24 February 8, 1994 and filed in Scientology v. Steven
25 Fishman, supra;

26 Q. Article "Catch a Rising Star," by John H.
27 Richardson in Premiere, September, 1993;

28 R. Letter from Gerald Armstrong to Lawrence
Wollersheim dated January 21, 1994 resigning as

1 director;

2 S. Ex parte application to continue hearing on
3 motions for summary adjudication and declaration thereto
4 executed April 7, 1995, and denied by Judge Gary W.
5 Thomas;

6 T. Scientology press release from Nancy O'Meara
7 and Andrew H. Wilson regarding January 27, 1995 ruling
8 by Judge Gary W. Thomas granting summary adjudication;

9 U. Letter from Church of Scientology
10 International President Heber Jentzsch to E! Television
11 dated August 5, 1993;

12 V. Letter from Ford Greene to Laurie Bartilson
13 dated February 19, 1992;

14 W. Letter from Ford Greene to Laurie Bartilson
15 dated February 24, 1992;

16 X. Letter from Laurie Bartilson to Ford Greene
17 dated March 2, 1992;

18 Y. Partial transcript of proceedings, December
19 23, 1991, in Scientology v. Armstrong, Los Angeles
20 Superior Court No. C 420153;

21 Z. Excerpts from transcript of deposition of
22 Michael Douglas, taken herein (case no. on face page is
23 incorrect) August 30 and September 2, 1994;

24 AA. Excerpts from transcript of deposition of
25 Nancy Rodes, taken herein August 30, 1994, and "mutual
26 release agreement" executed December 5, 1986;

27 BB. Declaration of Kenneth D. Long in support of
28 plaintiff's reply in support of motion for summary
adjudication of the fourth, sixth and eleventh causes of

1 action of plaintiff's second amended complaint, filed
2 herein January 20 1995;

3 CC. Revised By-Laws of Church of Scientology
4 International.

5 41. In its motions, Scientology labels Vaughn and Stacy
6 Young, Hana Whitfield and Lawrence Wollersheim "anti-
7 Scientologists." They are not anti-Scientologists, but are pro-
8 Scientologist. What they are "anti-" is the leaders of
9 Scientology ordering fair game attacks on them, and on anyone.
10 They are opposed to Scientology's leaders' deceiving
11 Scientologists and subjecting Scientologists to coercive and
12 abusive practices to their detriment. Calling the Youngs, Ms.
13 Whitfield and Mr. Wollersheim "anti-Scientologists" is
14 Scientology's leaders' "black propaganda," pursuant to their "fair
15 game" philosophy.

16 42. Lawrence Wollersheim and I have been friends for over
17 ten years. I know him to be a target of Scientology's fair game
18 for many years, and someone who has been able to successfully
19 stand up to its attacks, and stands up for others, such as myself,
20 who are Scientology's fair game targets. In 1993 he asked me, in
21 large part, I believe, because he also viewed me as both a victim
22 of cult abuse and an advocate for other victims, to be on the
23 board of directors of a cult victims advocacy organization he was
24 forming, which eventually became known as FACTNet, Fight Against
25 Coercive Techniques Network. FACTNet functions as a library and
26 historical preservation archive, collecting, preserving and making
27 available information on groups using dangerous mind control
28 practices. When I agreed to be a director of FACTNet I was not
intending to participate in its operations, and have not ever been

1 involved in its operations. I suggested that my role in FACTNet
2 could be one of strategy, planning and consultation, but even
3 whatever I did in that role was negligible. In January, 1994,
4 Scientology threatened to sue FACTNet and some related groups and
5 individuals because of their association with me. To remove or
6 reduce this threat I resigned my position on FACTNet's board. I
7 have had no official role or involvement in FACTNet since that
8 time. I have no control of FACTNet, and the order that
9 Scientology seeks in this case that I remove all the materials
10 from FACTNet's library and archive which relate to Scientology is
11 impossible. I am a FACTNet library card holder, like many others
12 around the world. I have donated and sent materials to FACTNet
13 for preservation purposes, as everyone with information on
14 dangerous cults' coercive practices and antisocial activities may
15 do. The bulk of what I sent FACTNet concerned Scientology's
16 private investigator Eugene Ingram, his fair game efforts against
17 me, and his effort in 1985 and 1986 to frame Mike Flynn with the
18 forgery of a \$2,000,000 check on an L. Ron Hubbard bank account.
19 Ingram is not named as a beneficiary in the 1986 "settlement
20 agreement." He has participated in Scientology's fair game
21 attacks on me since at least 1984. In 1992 he spread the rumor at
22 the national convention of the Cult Awareness Network ("CAN") that
23 I had AIDs. He has also participated in Scientology's fair game
24 attacks on Wollersheim, and many other people that Scientology's
25 leaders target. Scientology describes the materials I sent to
26 FACTNet as "anti-Scientology." They are not. They tell the truth
27 about some of the Scientology organization's activities and
28 criminal and antisocial practices. As a victim of cult abuse and
as a present target of Scientology's fair game attacks, I use

1 FACTNet's services and facilities to support my defense in the
2 legal arena and as a safeguard against Scientology's extra-legal
3 attacks and threat. FACTNet has assisted me with research, fund-
4 raising, getting my story told, and spiritual understanding.

5 43. In support of my opposition to Scientology's motions for
6 summary adjudication several people, all of them my friends -
7 Lawrence Wollersheim, Hana Whitfield, Dennis Erlich, Margery
8 Wakefield, Keith Scott, Malcolm Nothling, Jonathan Attack and Nan
9 McLean - have come forward and provided declarations. They did
10 this at considerable risk to themselves. Ms. Wakefield and Ms.
11 McLean signed Flynn agreements similar to mine in 1986, and
12 Scientology has attacked them in court proceedings since then
13 based on claimed violations of those agreements. Scientology has
14 pending an effort to have Ms. Wakefield found in contempt of court
15 and jailed for up to 22 years for daring to speak the truth about
16 her experiences and knowledge. Scientology's recent fair game
17 efforts to destroy the reputations of Ms. Whitfield, Mr.
18 Wollersheim and Mr. Attack are shocking. Each one of these people
19 has knowledge of fair game, and each continues to be its target to
20 this day. My former attorney Ford Greene continues to be a fair
21 game target. It is for all of these people and the thousands of
22 others of good heart like them around the world who have become
23 targets of Scientology's fair game doctrine that I speak, write
24 and fight. One day that ungodly threat will be removed.

25 44. Around March 12 and continuing for about two weeks I
26 experienced what I believe was both my spiritual death and my
27 rebirth, brought on me by God. He showed me the nature of the
28 evil that I had been chosen to oppose, and He showed me the
spiritual battle with that evil. At times an oppressive evil came

1 to overwhelm me. I lost strength and acuity. For stretches of
2 hours my heart ached and I prayed, as Jesus prayed, that if it
3 were possible this cup be taken from me; nevertheless that God's
4 Will be done. At times God came to me, spoke to me, and held me
5 in His Strength and Love. He showed me that persecution must be
6 endured for His Cause, and assured me that He would never leave
7 me. He showed me that in this civilized country we carry out our
8 crucifixions in courtrooms. He showed me the souls I fought for,
9 and why He chose me to fight through all those years. My strength
10 has not returned to normal, and I am forever altered. God brought
11 me to surrender my battle to Him that His Will be done, for unless
12 He does it I haven't got a prayer. I will run whatever race He
13 calls me to run as fast and as far as He moves me. Sometimes He
14 will appear to lose the race on earth to win it in Heaven.

15 45. Scientology is anti-Christian. To the uninitiated, it
16 professes to be compatible with Christianity. It states in its
17 "catechism," published in 1992 in its promotional book What is
18 Scientology?,

19 "Scientologists hold the Bible as a holy work and
20 have no argument with the Christian belief that Jesus
21 Christ was the Savior of Mankind and the Son of
22 God...¶There are probably many types of redemption.
23 That of Christ was to heaven."

24 In Scientology's actual teachings, however, in the policies and
25 procedures which indoctrinated Scientologists must follow, Jesus
26 Christ, Heaven, and Almighty God, are false ideas "implanted" in
27 man by electronic gadgets to achieve, not man's redemption, but
28 his enslavement. Scientology teaches, moreover, that its
procedures, developed by L. Ron Hubbard, are the only way to free

1 man from that "Christian" slavery.

2 46. The main target of Scientology's promotion and marketing
3 are Christians, and by far the largest percentage of Scientology's
4 members come from Christian backgrounds. Using Scientology's own
5 figures from What is Scientology? this amounts to fifty-three
6 percent of its members. The second largest percentage comes from
7 Judaism, which worships the same God, Jehovah, as Christianity,
8 the same God, Hubbard teaches is an "implant." But Scientology
9 not only teaches that the God of Christianity and Judaism is an
10 implant; Scientology enforces the acceptance of that teaching with
11 its system of "ethics" punishments, its "auditing procedures," and
12 its institutionalized mockery of God and Christ. Anyone in
13 Scientology who professed a belief in Christ, or God, or who
14 sought help through prayer, was viewed and handled as a
15 "psychotic." Such a person was segregated, given special auditing
16 to break his belief, and, if the "aberration" persisted, he would
17 be "off-loaded." I learned very quickly inside Scientology to
18 disavow any belief in God, to not mention Him, to not look to Him
19 for wisdom or help, and to view Christians as "aberrated" and
20 "dramatizing the Christ implant." I learned very quickly that
21 inside Scientology even thinking of Christ or God as real was
22 labelled as an "other practice," a punishable "ethics offense" or
23 "overt," which would become the subject of a "security check" on
24 Scientology's "E-meter," its lie detector.

25 47. In this recent period of spiritual battle God brought to
26 me a teaching by Jesus, recorded at Matthew 12:31,32 and Mark
27 3:28,29, which I see as the key to why He chose me for His Cause.
28 Jesus states in Mark:

"28 Verily I say unto you. All sins shall be

1 forgiven unto the sons of men, and blasphemies wherewith
2 soever they shall blaspheme:

3 29 But he that shall blaspheme against the Holy
4 Ghost hath never forgiveness, but is in danger of
5 eternal damnation."

6 When in his "theology" Hubbard asserts that Christ and God are
7 "implants," he blasphemes the Holy Spirit, the one unforgivable
8 sin. People drawn into Scientology and brought to adopt this
9 blasphemy are in grave spiritual danger.

10 48. In this latter period, it also became clear to me that
11 my experiences in Scientology, which I now see as religious,
12 indeed sacred, because they were created and motivated by God for
13 His Glory, are also religious by Scientology's own pronouncements.
14 In either case, under our Constitution, Scientology cannot use the
15 courts to silence me about those religious experiences. What
16 Scientology is seeking to have the courts order in its pending
17 motions for summary adjudication is in violation of and barred by
18 both the Establishment and Free Exercise Clauses of the First
19 Amendment. Scientology claims to be a religion, and organized
20 exclusively for religious purposes. Scientology claims that all
21 of its policies, directives and writings of all kinds on the
22 subject, its organization and practices are "religious
23 scriptures." Scientology claims that its Sea Organization,
24 members of which sign a billion year contract, is a "religious
25 order." I was in the Sea Org from 1971 through 1981, the period
26 of almost all of my significant experiences about which
27 Scientology seeks to silence me.

28 49. What if I had been, instead of a Scientologist, a member
of a Christian church; had been declared by the "church" leaders

1 "fair game;" had been the target a public campaign by the church
2 to assassinate my reputation; had been assaulted by private
3 investigators hired by the "church's" board of directors; had been
4 the target of an attempt to involve me in a highway "accident;"
5 had been spied on and harassed for weeks on end by these private
6 investigators; had had the contents and substance of my
7 "confessions" or pastoral counseling divulged publicly and used
8 against me; had been sued by the "church;" had been subjected to
9 false criminal charges and attempts to have me jailed; had been
10 entrapped by "church" officials; and had been secretly and
11 illegally videotaped by "church" agents; and so forth? All of the
12 acts listed in the preceding sentence were carried out by
13 Scientology against me and formed the basis of my cross-complaint.
14 What if I had cross-complained against the "Christian church" and
15 its "leaders" for the emotional distress resulting from these
16 torts and abuses? Is it conceivable that, as a condition of
17 settlement of the lawsuit against the Christian church, it or its
18 leaders could demand silence about my religious experiences, about
19 Christ, Christianity, God, and Christianity's Scriptures, the Holy
20 Bible? Is it conceivable that a court could compel me to pay
21 \$50,000 each time I thereafter said anything about my religion, my
22 religious experiences, Christ, Christianity, the Bible or God? Is
23 it conceivable that a court in this country could order me jailed
24 if I communicated about these Things? Is it conceivable that I
25 could not even discuss with other Christians their experiences of
26 Christianity; and is it conceivable that I could be compelled to
27 pay \$50,000 and jailed for each time I discussed the experiences
28 of other Christians with them? Is it conceivable that in the face
of continuing attacks by the Christian "church" leaders after the

1 "settlement" I must still remain silent about my "religion" and
2 his "religious experiences?"

3 50. No Christian church would consider imposing such
4 conditions in a "settlement." No court would consider enforcing
5 such conditions against a Christian. Why then do courts enforce
6 such conditions at the insistence of Scientology against people it
7 has abused? The answer is that our courts are often deceived,
8 confused and blinded by evil, and as a result give evil favorable,
9 special treatment; and to the detriment of goodness and justice.
10 Only an organization or individual of such an evil and malevolent
11 nature that they cry out to be brought to the light of truth would
12 consider using our justice system to keep that nature hidden.

13 51. As Christ taught, and as a child of God, my practice is
14 forgiveness. As all that I have done has by Christ been forgiven,
15 I have forgiven everything anyone has ever done to me, every act
16 or thought of persecution. What I cannot forgive, however, for I
17 have not the power to forgive it, is Hubbard's, Scientology's
18 leaders' Scientologist's and anyone else's blasphemy of God's Holy
19 Spirit.

20 52. I believe, moreover, that Scientologists will not
21 recognize their need for forgiveness as long as they blaspheme the
22 Holy Spirit, and they will persecute me as long as they commit and
23 promote this blasphemy; so I ask them to stop. I ask as well that
24 they not persecute the little ones, those who are the least among
25 us, those whom Scientology's leaders call "suppressive persons,"
26 "PTses" or "degraded beings," for in that persecution they
27 persecute Christ Himself. I know that God for His Purposes chose
28 me to be persecuted; and to care and hurt when the little ones are
persecuted. I care, then, what Scientology does to me, for it is

1 doing it and will do it to anyone else. It is to all of these,
2 and to all those in Scientology, that God has sent me. I believe
3 that we are in the end times, and that God has sent His
4 messengers, teachers and prophets onto His Elect, wherever they
5 are, in whatever country, city, prison, church or cult, to gather
6 them onto Himself. As stated by the Apostle at I. John 2:22:

7 "Who is a liar but he that denieth that Jesus is
8 Christ? He is antichrist, that denieth the Father and
9 the Son."

10 In the end times it is expected that antichrist would use man's
11 laws and courts to enforce his evil contracts by which he would
12 bind, torment and destroy God's sons. God chose me to be
13 persecuted by Scientology's leaders, using their organization's
14 tax-exempt millions, and in violation of the nation's
15 Constitution, as Apostles of old were persecuted, and all God's
16 Disciples have been persecuted throughout history. This need not
17 be, for persecution can end in no time and without downside.
18 Nevertheless, God allows and uses the persecution of His Children,
19 His Messengers, Teachers and Prophets to prove His great Mercy and
20 Love and the power of His marvelous plan of salvation, both for
21 the persecutors and those persecuted. God knows which souls He
22 will reach through my words, story and persecution. They may be
23 few; nevertheless, He desires that all should be saved.

24 53. All that I have done in all my life is for this moment
25 in God's Plan. I ask for mercy if that be God's Will.

26 /

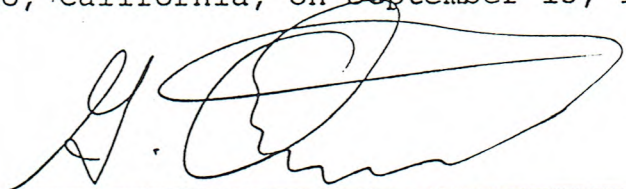
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1 I declare under the penalty of perjury under the laws of the
2 State of California that the foregoing is true and correct.

3 Executed at San Anselmo, California, on September 15, 1995

4 
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6 _____
7 GERALD ARMSTRONG

8
9 Reexecuted 2/6/96

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5 In Propria Persona

6 UNITED STATES BANKRUPTCY COURT
7 NORTHERN DISTRICT OF CALIFORNIA

8 In re) Case No. 95-10911 aj
9) Chapter 7
10 GERALD ARMSTRONG,) Adv. No. 95-1164
11 Debtor) GERALD ARMSTRONG'S
12) TRIAL DECLARATION
13) No. 6
14 CHURCH OF SCIENTOLOGY)
15 INTERNATIONAL, a California non-)
16 profit religious corporation,)
17 Plaintiff,)
18 v.)
19 GERALD ARMSTRONG,)
20 Defendant.)

21 Trial Date: 2/13/96

KEITHAN G. GARDNER, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CAL.
SAN ANSELMO, CA.

ORIGINAL FILED
ORDER FOR RELIEF
96 FEB -6 PM 4:28

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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8
9 FOR THE COUNTY OF MARIN
10

11 CHURCH OF SCIENTOLOGY INTERNATIONAL,)	No. 157 680
12 a California not-for-profit)	
13 religious corporation,)	
14)	
15 Plaintiff,)	SECOND DECLARATION
16)	OF GERALD ARMSTRONG
17 vs.)	IN OPPOSITION TO
18)	MOTION FOR SUMMARY
19)	ADJUDICATION OF 13th,
20)	16th, 17th & 19th
21 GERALD ARMSTRONG; MICHAEL WALTON;)	CAUSES OF ACTION OF
22 THE GERALD ARMSTRONG CORPORATION)	SCIENTOLOGY'S SECOND
23 a California for-profit)	AMENDED COMPLAINT
24 corporation; DOES 1 through 100,)	
25 inclusive,)	
26)	
27 Defendants.)	Date: 9/29/95
28)	Time: 9:00 a.m.
_____)	Dept: One
_____)	Trial Date: not set

17
18 DECLARATION OF GERALD ARMSTRONG

19 I, Gerald Armstrong, declare:

20 1. I have personal knowledge of the facts set forth in this
21 declaration and could competently testify thereto if called as a
22 witness.

23 2. In its ruling of January 27, 1995, this Court stated
24 regarding the liquidated damages provision of the subject
25 "settlement contract:" "The law now presumes that liquidated
26 damages provisions are "valid unless the party seeking to
27 invalidate the provision establishes that the provision was
28 unreasonable under the circumstances existing at the time the
contract was made." Civ. Code, § 1671, Subd.(b).)" The provision

1 was unreasonable in December, 1986 for at least these reasons:

2 A. I had been the target of Scientology's "fair game"
3 attacks since 1981. (See list of "fair game" acts in separate
4 statement at no. 1-A and all evidence cited to thereat.) I had not
5 subjected Scientology to "fair game," and did not have a policy or
6 practice of "fair game." It was unreasonable that Scientology be
7 "protected" when its "fair game" target should have been.

8 B. The liquidated damages provision was also unreasonable
9 because Scientology had contracted with my attorney, Michael
10 Flynn, to not represent me or defend me in the event Scientology
11 continued to attack me; which it did.

12 C. The liquidated damages provision was also unreasonable
13 because it applied to over seventeen years of my life, about which
14 it was impossible to be silent. On its face the "settlement
15 contract," does not "permit" me to communicate my experiences to a
16 doctor, lawyer, girlfriend, counselor, minister, or any agency of
17 the government; or face a \$50,000 penalty. The impossibility and
18 unreasonableness of this is demonstrated, for example, by my
19 response dated April 23, 1990 to an audit by the IRS (ex. 5-R and
20 exhibits thereto). In my response to the audit, which was
21 successful, I had to provide facts concerning my Scientology
22 history. To not have provided such facts could have resulted in
23 an adverse ruling; and I had the right, despite Scientology's
24 unreasonable liquidated damages provision, to present my facts to
25 the IRS to support my effort to obtain a favorable ruling.

26 D. The liquidated damages provision was also unreasonable
27 because Scientology was not intending to honor its promise to
28 cease "fair game," but was intending to subject me and my friends
to more "fair game," including publishing its own untrue and

1 perverse accounts of my history. This intention is demonstrated
2 by the fact that Scientology immediately after the "settlement"
3 provided its account of my history and documents concerning me to
4 at least the Los Angeles Times, and shortly thereafter to at least
5 the London Sunday Times.

6 E. The liquidated damages provision was also unreasonable
7 because Scientology, by the same "settlement contract," was going
8 to maintain its action in the Court of Appeal against me after the
9 "settlement." Through Scientology's acts, known by Scientology
10 and its lawyers at the time of the settlement, my whole history
11 contained in the trial record, became a public record. Coupled
12 with Scientology's intention to continue to subject me to "fair
13 game," demonstrated by its acts immediately thereafter, its
14 keeping the pot of controversy boiling in the Court of Appeal
15 rendered the liquidated damages provision unreasonable at the
16 time.

17 F. The liquidated damages provision was also unreasonable
18 because Scientology had not been damaged in any way by any
19 statement I had made at any time prior to the "settlement." There
20 was and is no relationship between actual damages and the amount
21 of the liquidated damages. All the money Scientology has spent on
22 litigation concerning me has been to further its "fair game" goals
23 in violation of my basic human and civil rights, not on
24 "repairing" "damage" I have done.

25 G. The unreasonableness of the liquidated damages provision
26 is clearly demonstrated by the way Michael Flynn dealt with it.
27 When I protested the unreasonableness and the impossibility of
28 being silent about my seventeen years of experiences, Flynn said,
"It's not worth the paper it's printed on;" "it's unenforceable."

1 He also said that "Scientology won't change it." For that reason
2 and that reason alone there was no discussion of the liquidated
3 damages provision beyond that point. I saw the provision as
4 stupid, cruel and diabolic. Flynn said "It's not worth the paper
5 it's printed on." I was left with only one option: if
6 Scientology wants to keep the stupid, cruel and diabolic clauses
7 in its enforceable "contract," so be it. Nothing that has
8 happened since December, 1986 has convinced me that the liquidated
9 damages provision is not stupid, cruel, diabolic or enforceable.
10 Michael Flynn continues to say it's evil and unenforceable; but is
11 afraid of Scientology's revenge if he comes forward. I have
12 called or written to Flynn on dozens of occasions to request his
13 help in this matter. Without Scientology's release of him to
14 help, he will not come forward.

15 3. In its ruling of January 27, 1995, this Court also
16 stated regarding the liquidated damages provision of the subject
17 "settlement contract:" "[Defendant] has not shown that he had
18 unequal bargaining power or that he made any efforts to bargain or
19 negotiate with respect to the provision." In fact I had an
20 utterly unequal bargaining power at the time of the "settlement,"
21 and I made a sincere effort to address the provision and
22 negotiate. I have stated many times that I was positioned by
23 Flynn and Scientology as a "deal breaker." I was flown to Los
24 Angeles from Boston without seeing one word of the "settlement
25 contract." I was flown to Los Angeles to "sign" after Flynn's
26 other clients had been brought to Los Angeles. I was told by
27 Flynn that there would be no deal for anyone unless I signed. I
28 was told by Flynn that Scientology would continue to subject me,
all his other clients, and himself to "fair game" unless I signed.

1 I was told by Flynn that Scientology was promising to cease "fair
2 game" against everyone, and that the cessation of "fair game"
3 depended on my signing. Scientology at the time of the
4 "settlement" had a net worth estimated at \$500,000,000. I had a
5 net worth of zero. Prior to my arriving in Los Angeles
6 Scientology had already got Flynn to agree to sign a contract to
7 not represent or assist me if Scientology attacked me after the
8 "settlement." Flynn's co-counsel in my case, Julia Dragojevic,
9 was not representing my interests, but was going along with
10 whatever deal Flynn obtained from Scientology. I was essentially
11 without an attorney representing my interests and broke.
12 Scientology had millions of dollars, a formidable litigation
13 machine in-place and operating, and my own attorney intimidated
14 and compromised. Nevertheless I objected to the liquidated
15 damages provision and attempted to negotiate, only to be told by
16 Flynn that "it's not worth the paper it's printed on." This
17 statement was not a shock, because I had been required to sign
18 similar "non-disclosure" documents with liquidated damages
19 provisions while inside Scientology, and Flynn had stated many
20 times that such documents were "not worth the paper they were
21 printed on." These documents were also found to be unenforceable
22 by the Court in my original case with Scientology. If Flynn had
23 stated or even implied at the 1986 "global settlement" that the
24 liquidated damages provision was valid and enforceable I would
25 never have signed the document.

26 4. In its ruling of January 27, 1995, this Court also
27 stated: "Finally defendant points to the fact that other
28 settlement agreements contain a \$10,000 liquidated damages
provision.... This alone is not sufficient to raise a triable

1 issue in that defendant has not shown that circumstances did not
2 change between 12/86 and 4/87 and that those settling parties
3 stand in the same or similar position to defendant (i.e., that
4 they were as high up in the organization and could cause as much
5 damage by speaking out against plaintiff or that they have/had
6 access to as much information as defendant.) I will address and
7 compare other "settlement contracts" and other settling parties in
8 the next three paragraphs.

9 5. Exhibit 1AA is an excerpt from the August 30, 1994
10 deposition in this case of Nancy Rodes, another Flynn client in
11 the 1986 "global settlement," plus a copy of Ms. Rodes "settlement
12 contract." Ms. Rodes' "contract" also includes a \$50,000
13 liquidated damages provision. (Ex. 8-Q, "mutual release
14 agreement," p. 4, para. 6-D). Ms. Rodes testified that she was
15 paid \$7,500.00 in settlement of her claim. (Ex. 8-Q, transcript,
16 at 35:7-14). Ms. Rodes testified concerning the condition
17 prohibiting her talking about her life that she had been told by
18 Flynn that "he didn't feel that that aspect of the Agreement would
19 stand up." (Id. at 38:18,19) Ms. Rodes testified that she had
20 been told by Flynn that the "settlement agreement" is "not really
21 enforceable...no legal document can really take away your rights."
22 (Id. at 64:24-65:1) She testified that Flynn "gave [her] the
23 understanding that the clause which prevented [her] from
24 discussing or communicating [her] experience in Scientology would
25 not be enforceable." (Id. at 66:14-20) Ms. Rodes testified that in
26 her decision to sign she relied "to a fairly large extent" on
27 Flynn's telling her that he thought the provisions with respect to
28 maintaining silence were not enforceable. (Id. at 74:1-6) Ms.
Rodes testified that since the "settlement" she has "discussed

1 [her] experiences in Scientology with friends and people [she is]
2 close to. (Id. at 73:1,2) Ms. Rodes testified that she "didn't
3 have so much to say, so much knowledge." (Id. at 65:18-19)

4 6. Exhibit 1Z is an excerpt from the September 2, 1994
5 deposition in this case of Michael Douglas. Mr. Douglas testified
6 that he executed an "agreement" like that of Nancy Rodes and was
7 paid \$7,500.00 as part of the 1986 "global settlement." (Ex. 8-P
8 at 54:12-24) Mr. Douglas testified that his "settlement contract"
9 also contained a \$50,000 liquidated damages provision. (Id. at
10 92:15-23)

11 7. Scientology's Exhibit 1(C)B is a "settlement agreement"
12 prepared by Michael Flynn and involving him and his "settling"
13 clients. At page 4 it states: "[W]e acknowledge that many of the
14 cases/clients involved in this settlement have been in litigation
15 against the Church of Scientology for more than six to seven
16 years, that many have been subjected to intense, and prolonged
17 harassment by the Church of Scientology throughout the litigation,
18 and that the value of the respective claims stated therein is
19 measured in part by the (a) length and degree of harassment; (b)
20 length and degree of involvement in the litigation; (c) the
21 individual nature of each respective claim in connection with
22 either their involvement with the Church of Scientology as a
23 member and/or as a litigant; (d) the unique value of each
24 case/client based on a variety of things including, but not
25 limited to, the current procedural posture of a case, specific
26 facts unique to each case, and financial, emotional or
27 consequential damage in each case." The "settlement agreement"
28 involving Flynn and his clients does not anywhere state that the
amount paid to the various "settling" parties by Scientology was

related to the rights they were "giving up" by signing Scientology's "settlement agreement," nor how much damage each person could cause by speaking out against Scientology. Before the 1986 "settlement" I had been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and I had been severely damaged emotionally by Scientology's intense and prolonged harassment. Scientology paid me to dismiss my lawsuit concerning its years of harassment which resulted in my emotional damage. Scientology did not pay me to be able to subject me to further intense and prolonged harassment and further emotional damage. I believe that because of Scientology's intense and prolonged harassment before the "settlement," and because of the emotional damage it inflicted, it owed me a duty to be extra careful not to subject me to any further harassment and any further emotional damage. Scientology's duty is reflected in its promise to cease all "fair game" activities as an inducement to "settle" my lawsuit.

8. In its ruling of January 27, 1995, this Court stated: "Defendant has not raised a triable issue regarding duress. Defendant's own declaration shows that he carefully weighed his options... In addition, Defendant is relying on the conduct of a third party (Flynn) to establish duress, yet he sets forth no fact or evidence in his separate statement showing that plaintiff had reason to know of the duress." Scientology knew of all of its acts of "fair game" against Flynn, and its acts of "fair game" against me. (See list of "fair game" acts in separate statement at nos. 1-A and 1-B and all evidence cited to thereat.) Scientology also knew prior to my arrival in Los Angeles to "sign" the "settlement contract" that it had obtained Flynn's agreement to

1 not represent or defend me if it attacked me after the
2 "settlement." Flynn stated in the "settlement agreement" with his
3 clients that "he or his firms's members have been required to
4 defend approximately 17 lawsuits and/or civil/criminal contempt
5 actions instituted by the Church of Scientology against him, his
6 associates and clients, that he and his family have been subjected
7 to intense and prolonged harassment." (Plaintiff's Ex. 1(C)-B at
8 p. 5) Scientology knew of all of its harassment of Flynn and its
9 judicially condemned "fair game" policy and practices. Flynn
10 advised me that if I did not sign the "settlement contract" he and
11 everyone else would continue to be subjected to "fair game."
12 Flynn specifically mentioned, when pressuring me to sign,
13 Scientology's threat to his family and that it has ruined his
14 marriage and his wife's health. My careful weighing of my
15 options, noted by this Court, in fact reflects the duress I was
16 under to sign, and is not reflective of an absence of duress.

17 9. Every act by me which Scientology considers a breach of
18 its "settlement contract" was precipitated by Scientology's
19 refusal following the "settlement" to discontinue its acts of
20 "fair game." These acts are shocking and have caused me extreme
21 emotional hurt. They involve Scientology's publication and
22 international dissemination of perverse and false statements
23 concerning my history in Scientology and in my litigation battle
24 with Scientology. There can be no doubt that Scientology
25 considers me "fair game," considered me "fair game" after the
26 "settlement," and that I am in grave personal danger.
27 Scientology's publication of perverse and false statements about
28 his history and the personal danger it continues to put me in
require my response to defend myself in every legal way possible.

Scientology's head private investigator, Eugene M. Ingram, a former vice sergeant of the Los Angeles Police Department, reputed to have been busted from the force for pandering and taking payoffs from drug dealers, has threatened to murder me, illegally videotaped me, pressed false criminal charges against, and spread the false rumor I have AIDS. To defend myself and others I must be able to speak freely, write freely and meet freely with people who are likewise Scientology's "fair game" targets. Scientology attacks my church and religion, and lies publicly about its relationship to my church and religion, and for those reasons, even if Scientology had not attacked me personally and had not threatened my life, I must speak out against its antireligious nature. I believe that no court under this country's Constitution, until Scientology completely subverts it, can legally order me to not oppose and expose Scientology's anti-Christian writings and nature.

10. Scientology complains that I gave a videotaped interview during the 1992 convention of the Cult Awareness Convention ("CAN"), and it says it is due \$50,000 in liquidated damages for the "breach" of its "settlement contract." As shown above, the liquidated damages provision is invalid and unenforceable. But, assuming arguendo that it could have been enforceable, it was rendered unenforceable as soon as Scientology mentioned one word about my history after the "settlement." In fact, the "settlement contract" specifically states that I released Scientology from liability for all its acts against me only up to the date of signing. I did not release Scientology for future acts, and I could not release such future acts. When Scientology published its statements of my history it engaged me in a controversy in

1 which I am able to respond without breaching the subject
2 "contract." Some of Scientology's known post-settlement "fair
3 game" acts are listed at nos. 16A. and 84 of my separate
4 statement, along with supporting evidence cited therein.

5 11. I attended the 1992 CAN Conference because this is a
6 group a people who share a common experience with me of either
7 abuse by a dangerous cult or having a family member ensnared in or
8 abused by a dangerous cult. I depend on people such as CAN
9 members for psychological support and for defense. I support CAN
10 in its purposes of educating the public about dangerous cults and
11 in its defense from those cults such as Scientology which seek to
12 keep the public uneducated about their destructive practices and
13 natures. When I arrived at the conference I observed Eugene
14 Ingram and a bunch of Scientologists harassing, taunting and
15 videotaping CAN conferees. The Scientologists verbally abused the
16 conferees, calling them, for example, kidnappers and criminals.
17 Ingram taunted me, accused me of having AIDS, said I looked like I
18 was dying of AIDS, said someone in my attorney Ford Greene's
19 family had AIDS, insinuating in his statement that Mr. Greene and
20 I were involved in homosexual sex. Exhibit A hereto, and lodged
21 separately, is a true and correct copy of a videotape produced by
22 Scientology pursuant to my request for production of documents
23 herein. Ingram was holding the videocamera and videoing me, and
24 it is his voice talking about AIDS. Other Scientologists later
25 parroted Ingram's accusation during the three-day conference.
26 This is part of Scientology's "black propaganda" campaign
27 discussed by former Scientology operative Garry Scarrf in his
28 declaration executed February 11, 1993 and filed in this case.
(Exhibit 1K). I was shocked by Ingram's and Scientology's attacks

1 on me and on the other innocent conferees, and it was largely
2 because of these attacks that I determined to do whatever I could
3 when called upon to oppose and expose Scientology's dangerous
4 practices and defend people from those dangerous practices. Thus
5 I gave an interview. I did not come to the CAN Conference to
6 harass Ingram and Scientology; they came to the conference to
7 harass me and my friends.

8 12. Scientology claims that I sent Newsweek reporter Charles
9 Fleming a letter and "attached several documents detailing [my]
10 claimed Scientology knowledge and experiences." (Motion for
11 Summary Adjudication of 13th, 16th, 17th and 19th causes of action
12 ("motion") at 8:12-16) Scientology claims it is due \$50,000 for
13 this "unequivocal breach." A reading of the letter (Scientology's
14 exhibit 1(J), reveals that the documents I sent were Scientology's
15 complaints filed in 1993. The only detailing of my Scientology
16 experiences was done by Scientology in its own pleadings. The
17 cases in which Scientology has sued me are, thus far, in open
18 court. I am not barred from sending any document filed in these
19 cases to anyone in the world. I am not barred from talking to the
20 media about my case. I am not barred from writing my complete
21 Scientology history in minute detail and filing it in this Court
22 or in the bankruptcy proceeding Scientology maintains against me.
23 I am not barred from then sending that detailed history to anyone
24 in the world, including Newsweek or any other media entity. I say
25 that to point out how ridiculous Scientology's "settlement
26 contract" is, and how its own lawsuits and other "fair game"
27 actions have resulted in my history being disseminated around the
28 world.

13. Scientology claims that my speaking to Mr. Fleming about

1 Lawrence Wollersheim's case is an "unequivocal breach of paragraph
2 7(d)." (Motion at 8:8-11) It isn't. Para. 7(d) requires that I
3 not discuss my "experiences with the Church of Scientology and any
4 knowledge or information [I] may have concerning the Church of
5 Scientology, L. Ron Hubbard" etc. It does not require that I not
6 discuss any knowledge or information I may later learn. In fact I
7 learned all of what I told Mr. Fleming about the Wollersheim case
8 after December, 1986. This also points out the ridiculousness of
9 the "settlement contract." Scientology has sued me five times.
10 It has included its view of my history in its lawsuits. All my
11 history is intertwined with the history in the litigations. Much
12 of my Scientology history is included in books and other
13 publications I have read since the "settlement." Scientology
14 keeps me interested in such publications by continuing to attack
15 me. Even if I forgot all my history, I could relearn it from what
16 has been published around the world; and, even if the "settlement
17 contract" were not against public policy and unenforceable, I
18 could newly learn of my history and tell the world. The
19 "contract" is, however, against public policy and unenforceable,
20 because it is a slavery contract. It is evil, and it is the
21 product of clever lawyers being too clever. Ultimately
22 Scientology will have to realize that it paid me to dismiss my
23 lawsuit and for the opportunity I gave it to cease fair game,
24 including by giving it the evidence I had gathered and by being
25 silent and taking its threats and abuse for over three years.
26 Ultimately Scientology will have to accept that evil contracts no
27 matter how clever cannot keep evil from the light of truth.
28 Scientology attempted to have me jailed for contempt of court for
providing a declaration, at Lawrence Wollersheim's request,

1 concerning Scientology's obnoxious litigation practices. I had
2 every right to interest Newsweek and the rest of the world in the
3 Wollersheim case, which is itself reflective of Scientology's
4 obnoxious practices. Los Angeles Superior Court Judge Diane
5 Wayne, in the instant case, dismissed all contempts against me.
6 (See Ex. 7-L, July 29, 1994 order)

7 14. Scientology claims that my comments to Charles Fleming
8 in connection with an article he was doing on Scientology's
9 efforts to get L. Ron Hubbard's booklet "The Way to Happiness"
10 distributed in and accepted by public schools, are an "unequivocal
11 breach." The fact is, Scientology's efforts are covert and
12 dangerous and should be opposed by anyone who knows anything about
13 this organization. I am grateful Fleming wrote the article and
14 called me. Inside Scientology "The Way to Happiness" is part of
15 its "scriptures," its "mental technology." Outside Scientology,
16 the organization calls the booklet "non-religious." It is used as
17 a vehicle to get people interested in Scientology, which claims to
18 be a "religion." Scientology employs a similar bait and switch
19 with my fellow Christians. Scientology promotes that it is
20 compatible with Christianity and "Scientologists hold the Bible as
21 a holy work and have no argument with the Christian belief that
22 Jesus Christ was the Savior of Mankind and the Son of God." In
23 its core, however, Scientology teaches that Christ and God are
24 "implants," false ideas installed in humans millions of years ago
25 by pain and electronics to enslave mankind. (See, e.g.,
26 Declarations of Hana Whitfield, (Exhibit 2, and Exhibits 2B and 2C
27 thereto; Dennis Erlich (Exhibit 3, and Exhibits 3A and 3B
28 thereto); Margery Wakefield (Exhibit 4, and Exhibit 4A thereto).
It is completely unfair and dishonest that Scientology's

"scriptures" (Way to Happiness) are covertly infiltrated into the public schools as "non-religious," to act as recruiting devices for the anti-Christian Scientology cult, whereas the scriptures of openly religious Christians are barred from public classrooms. Religion in public schools and the separation of church and state are current and important public issues, and I cannot be denied the right to enter into discussions, studies and reports on such issues. I had not only a right but a duty to oppose Scientology's duplicitous efforts to subvert the school system and ensnare the country's youth. Scientology promotes that its mental technology raises IQ a point per hour of "auditing." It not only does not, but it makes its adherents actually less intelligent, as well as more aggressive and antisocial.

15. Scientology complains that whatever I said on E!TV is a breach of the "settlement contract." On its face that may be; however, Scientology itself published false and perverse versions of my history long before I responded, and in violation itself of the spirit of settlement and language of the "contract." The "contract," e.g., contains the following language:

7 I. "...the "slate" is wiped clean concerning past actions by any party."

18. "(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety.

(E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this

1 Agreement."

2 There is a clear implication that Scientology was agreeing to not
3 continue to discuss or publish anything about me or my history.

4 It had also promised as a specific part of the "settlement" and as
5 an inducement to settle that it would discontinue all "fair game"

6 activities against me, Flynn and everyone else. But even if the

7 "contract" is not interpreted to mean that Scientology could not

8 after the "settlement" continue to to discuss or publish anything

9 about me or my history, I am not barred from responding in any way

10 or in any medium or context to any such post-settlement

11 discussions or publications. By August 1993, Scientology had sued

12 me three times based on false allegations, including false

13 statements about my pre-settlement history, and had published and

14 disseminated "dead agent" packs about me and my history, and

15 "black propaganda" (Hubbard's term for lies intended to destroy

16 someone's reputation) about me, which included false and/or

17 perverse ad hominem attacks. (See, e.g. separate statement no.

18 84, and the evidence cited to therein.) These attacks include,

19 but are not limited to, e.g., that I am an agent provocateur of

20 the US government; that I committed perjury; that I posed nude in

21 a newspaper; that my defense in my 1984 trial was a sham and a

22 fraud; that the LAPD authorized [Scientology's] illegal

23 videotaping of me; that I wanted to plant fabricated documents in

24 Scientology files and tell the IRS to conduct a raid; that I

25 wanted to plunder Scientology; that my motives in writing attorney

26 Eric Lieberman regarding the Nothling case were money and power;

27 that I was incompetent as a researcher on the Hubbard biography

28 project; that I wanted to orchestrate a coup in which members of

the US Government would wrest control of Scientology; that I was

1 formerly a heavy drug user; that I was paid to provide homosexual
2 sex; and that I had AIDS. None of these charges relate to my
3 alleged breaching of Scientology's evil "contract," but were
4 personal attacks on my character and history, to which I am not
5 barred by the "contract" from responding. Scientology was also
6 during that period attempting to have me jailed on false contempt
7 of court charges. I wrote the treatment for a movie to be done
8 about my Scientology history to clear my name in the most profound
9 manner I could, and I agreed to the E!TV interview for the same
10 purpose. Scientology has gone out of its way to not do exactly
11 what it must do by the "contract:" "to forbear and refrain from
12 doing any act or exercising any right, whether existing now or in
13 the future, which act or exercise is inconsistent with this
14 Agreement." Scientology says that the purpose of the "settlement
15 contract" was to achieve peace. (See, e.g., first amended
16 complaint, Scientology's request for judicial notice, Exhibit A,
17 at 3:13,14.) There is no peace if one of the parties continues to
18 assault the other; and such assaults are inconsistent with a peace
19 accord. If Scientology's purpose for "settling" was not peace,
20 then it obtained my signature on its "peace accord" by fraud;
21 which is exactly what they did. Scientology, by its own actions,
22 lost any right it ever had to silence me judicially. It must now
23 allow the marketplace of ideas to be the judge in its worldly
24 conflict with me. In its spiritual battle with me there is
25 another judge, Almighty God.

26 16. Scientology claims that my being an expert witness in
27 the Fishman case is a violation of the "contract." It may have
28 been at one time, but it is allowed by the preliminary injunction
issued by Judge Ronald Sohigian in this case in May, 1992. (See

1 Scientology's request for judicial notice in support of motion for
2 summary adjudication of the 20th cause of action of plaintiff's
3 second amended complaint, exhibit P, minute order, at p. 2) Where
4 Scientology required by its "contract" that I avoid service of
5 subpoenas, Judge Sohigian permits me to be reasonably available
6 for such service. Where Scientology's "contract" required that I
7 not assist or cooperate with any person adverse to Scientology in
8 any proceeding and not cooperate in any manner with any
9 organization aligned against Scientology, Judge Sohigian permitted
10 me to assist any organization in any manner and any person
11 defending against Scientology in any manner; and he required only
12 that I not assist persons prosecuting or intending to prosecute
13 claims against Scientology, unless pursuant to subpoena. Steven
14 Fishman and Uwe Geertz were defendants against Scientology, not
15 claimants. Moreover, I could have made myself available to be
16 served with a subpoena to testify in their case, and I would have
17 done so.

18 17. Scientology claims that I admitted that I spoke multiple
19 times with attorney Graham Berry concerning my Scientology
20 knowledge and experiences. (Motion at 9:13-16) Scientology
21 claims that I admitted this in the deposition transcript excerpts
22 it includes in its evidence at Exhibit 1Q. A reading of these
23 excerpts, however, reveals that I say "I don't think beyond, very
24 generally, if at all, that is, if it was discussed at all, whether
25 the specifics of what I would testify to go into, but I think that
26 Mr. Berry's understanding of my history, and my present
27 involvement in litigation, and what I've said about myself, and my
28 areas of expertise are pretty well known and accepted." Graham
Berry is a specialist expert attorney in Scientology litigation.

1 He is one of Scientology's major "fair game" targets. He has
2 represented several people against the Scientology organization.
3 He also represented Joseph A. Yanny as intervenor and amicus
4 curiae in this case. (See, e.g., Scientology's evidence Exhibit
5 1C, declaration of Graham E. Berry to all evidence filed herein
6 May 7, 1992) The idea that I could not communicate with the
7 attorney for amicus curiea in my own case is absurd. But Graham
8 Berry knows my history and my areas of Scientology expertise in
9 such detail I do not have to tell him anything for him to know
10 what I would testify about as an expert; and I did not personally
11 provide him with any of the information he included in his brief
12 narrative regarding my expected testimony. (Scientology's Exhibit
13 1P)

14 18. As for my January 27, 1994 letter to Graham Berry, this
15 contains none of my experiences in Scientology or knowledge gained
16 in Scientology. I didn't meet Ed Walters until long after I left
17 Scientology, and didn't meet Ed Roberts until 1991. As stated
18 above, I am not barred from assisting defendants against
19 Scientology such as Steven Fishman and Uwe Geertz in any way.

20 19. Scientology claims that I met with Graham Berry "and a
21 cadre of other anti-Scientology litigants and would-be witnesses,
22 at Berry's office, wherein all discussed Scientology, their
23 claimed knowledge and experiences and the Fishman case." (Motion
24 at 9:20-24) Scientology claims that this is shown in the excerpt
25 from my deposition at its exhibit 1Q. A reading of this excerpt,
26 however, supports none of these charges. I stated in deposition
27 that the substance of the conversation at Mr. Berry's office
28 "principally concerned the Fishman case, and that around that time
Scientology had either dismissed the case or found something to

1 dismiss the case or it was in that stage toward the end of the
2 litigation. And the communications -- the only ones which stand
3 out were on that subject.... There was a dismissal in progress
4 and my recollection was that we communicated about that
5 during the brief time I was there for lunch." (Scientology's
6 Exhibit 1Q at 784:7-785:13) During this visit to Mr. Berry's
7 office I met with no would-be witnesses, but honest-to-God
8 witnesses. None of them are anti-Scientology; they are anti-"fair
9 game," just as I am. If Scientology knocked off its dangerous and
10 repugnant "fair game" doctrine and practices it would discover
11 that these witnesses are its best friends. Scientology's worst
12 enemies are its leaders who keep "fair game" going and lead its
13 adherents further and further into danger and depravity. The
14 claim by Scientology that I along with the others in Mr. Berry's
15 office "all discussed Scientology, [and our] claimed knowledge and
16 experiences," when the "proof" supplied by Scientology shows
17 nothing of the kind, points out another reason why the "settlement
18 contract" must not be enforced, why I considered it from the
19 outset unenforceable, and why I will oppose its enforcement until
20 my last breath. The people seeking to enforce it; i.e.,
21 Scientology's leaders and lawyers, are dishonest and mal-
22 intentioned. They will manufacture "breaches," and "evidence,"
23 just to be able to attack and destroy me, not because their
24 organization is damaged by anything I say or do. These leaders
25 and lawyers have sent covert intelligence operatives to me to
26 request my help and get me to talk about my experiences for many
27 years. One of those agents was a Peter Comros (sp?) who posed as
28 an employee of the government of Isreal. Indeed, I assume
everyone who approaches me for help is a Scientology covert

intelligence agent, and since I am not barred from talking to or assisting Scientology agents I am free to talk to and assist anyone. This is ridiculous, but is only so because Scientology and its "contract" are ridiculous. When Scientology ceases its dangerous covert intelligence activities it will be time for me to stop talking to everyone.

20. Scientology claims that my declarations (Scientology's Exhibits 1S and 1T) executed February 22, and April 24, 1994 and filed in the Fishman case are breaches of its "settlement contract." They are not. They are illustrative, however, of why the "contract" can never be enforced. They are illustrative of the fact that the intention and effect of the "settlement contract" and Scientology's enforcement thereof are obstruction of justice. Both of my declarations are in direct response to post-"settlement" actions taken by Scientology concerning me and my history. Nowhere in the "contract" does it state that I may not respond to such post-"settlement" acts. Common sense says that such a "contract," which does not spell out in advance what acts I would be permitting Scientology to perform without my being able to respond is illegal because it allows unlimited illegality. Indeed, a strict reading of the "settlement contract" would not allow me to respond to or even report assault or attempted murder. Judge Sohigian recognized this; thus he stated in his May, 1992 order, "The court does not intend....to prohibit defendant Armstrong from:...properly reporting or or disclosing to authorities criminal conduct of [Scientology]." (Scientology's request for judicial notice in support of motion for summary adjudication of the 20th cause of action of plaintiff's second amended complaint, exhibit P, minute order, at p. 2) My February

1 22, 1994 declaration was in direct response to perjurious
2 statements made about my history by Scientology supreme commander
3 David Miscavige in his declaration executed February 8, 1994 and
4 filed in Fishman. (See Miscavige declaration, Exhibit 1P, at
5 31:22-32:14. I had not filed anything or made any statement in
6 the Fishman case before Miscavige made his statements about me and
7 my history. Miscavige states in his declaration that "In a
8 police-sanctioned investigation, Gerry Armstrong was captured on
9 video tape acknowledging his real motives, namely a plot to
10 overthrow the Church leadership and gain control of the Church."
11 As I state in my February 22, 1994 declaration, there was no
12 "police-sanctioned investigation." Miscavige's organization and
13 its head private investigator Eugene Ingram, who works directly
14 for Miscavige, paid a corrupted Los Angeles Police Department
15 officer to sign a phony "authorization." When the fact of the
16 phony authorization and illegal videotaping surfaced, LAPD Chief
17 Daryl Gates issued a public announcement which stated:

18 "It has come to my attention that a member of the
19 L.A.P.D. very foolishly, without proper authorization
20 and contrary to the policy of this Department, signed a
21 letter to Eugene M. Ingram, believed to have been
22 drafted by Ingram himself. The letter purports to
23 authorize Ingram to engage in electronic eavesdropping.
24 The letter along with all the purported authorization,
25 is invalid and is NOT from the Los Angeles Police
26 Department.

27 The Los Angeles Police Department has not cooperated
28 with Eugene Ingram. It will be a cold day in hell when
we do.

I have directed an official letter to Ingram informing him that the letter signed by Officer Phillip Rodriguez dated November 7, 1984, and all other letters of purported authorizations directed to him, signed by any member of the Los Angeles Police Department are invalid and unauthorized."

The Gates statement has been filed in many Scientology cases, all of which Miscavige oversees and directs. His calling the illegal videotape operation, which he also oversaw and directed, "police-sanctioned," is perjury. The rest of his statements about me, the Breckenridge decision and my history are likewise false. I had every right to respond to Miscavige's false statements because they occurred after the 1986 "settlement," and I am not barred from responding to post-"settlement" statements. I also had every right to respond because his statements are perjurious and I am specifically permitted by the Sohigian order to report such criminal activity. Miscavige considered his statements about me so indispensable in his prosecution of the Fishman case that he was willing to commit perjury to get them before the Court. My statements to provide the truth correcting his perjury can be no less indispensable in the case. It is unfair, unamerican and obstructive of justice to bind someone with a contract by which he is unable to respond to false charges made about him in our courts of law. It is an outrage that the perjurer, Miscavige, who operates all Scientology litigation, now presses this Court to rip me for \$50,000 for telling the truth.

21. After my February 22, 1994 declaration was filed in Fishman, Scientology sought to have my declaration sealed. Thus I wrote my April 24, 1994 declaration. As I point out, the goals of

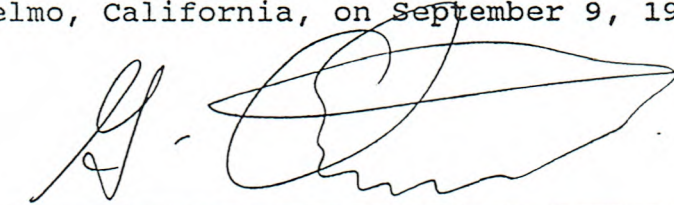
1 Scientology's efforts to seal files and documents such as my
2 declarations are to generate confusion, give it unwarranted
3 opportunities to bring charges against its enemies, and to rewrite
4 its criminal and antisocial history. All of these goals add up to
5 obstruction of justice. I had a right to oppose Scientology's
6 effort to seal my declaration for my own defense; and I had a
7 right, as permitted by the Sohigian order, to report Scientology's
8 criminal activities; i.e., its obstruction of justice. The
9 authority to whom such activities should be reported in that
10 context was the Federal Court Judge presiding over the Fishman
11 case, and that is what I did through my declaration.

12 22. Finally, there is a need to address the unfathomable way
13 in which Scientology is calculating its liquidated damages, and
14 therefore what constitutes a "breach" of its "contract." In its
15 first amended complaint, Scientology claims that for a single
16 letter I wrote on December 22, 1992, in which I attempted to bring
17 peace to its conflict, it is due \$950,000.00 in liquidated
18 damages. (First amended complaint, fourteenth cause of action,
19 Scientology's request for judicial notice, Exhibit A at 20:8-
20 21:7). In its motion it claims that, e.g., (albeit falsely), I
21 "spoke multiple times with Geertz' counsel, Graham Berry,
22 concerning [my] claimed Scientology knowledge and experiences;"
23 "met with a cadre of other anti-Scientology litigants and would-be
24 witnesses, at Berry's office, wherein all discussed Scientology,
25 their claimed knowledge and experiences;" and "furnished Berry
26 with not one, but two declarations describing [my] claimed
27 Scientology knowledge and experiences;" and that for all these
28 "breaches" involving all these people Scientology seeks a "mere"
\$50,000.00. There appears to be no rhyme nor reason to its

1 calculation of its "damages;" only whim. Indeed, these
2 unfathomable, whimsical calculations simply demonstrate the
3 ridiculous nature of the "contract," rendered, in Scientology's
4 untrustworthy hands, horribly cruel.

5 I declare under the penalty of perjury under the laws of the
6 State of California that the foregoing is true and correct.

7 Executed at San Anselmo, California, on September 9, 1995

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11 GERALD ARMSTRONG

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14 Reexecuted 2/6/96

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